

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

## DO NOT WRITE IN THIS SPACE

Case

21-CA-202791

Date Filed

07-20-2017

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Amazon.com		b. Tel. No. 866.216.1072
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 24208 San Michele Road, Moreno Valley, California 92551	e. Employer Representative Unknown	g. e-Mail
		h. Number of workers employed 3000

i. Type of Establishment (factory, mine, wholesaler, etc.)

Warehouse

j. Identify principal product or service

Retail

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) \_\_\_\_\_ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On (b) (6), (b) (7)(C), 2017, (b) (6), (b) (7)(C) was terminated for receiving a sixth written documentation for quality errors within one year. Per Amazon.com policy, this sixth disciplinary action was grounds for termination. It is (b) (6), (b) (7)(C) contention that (b) (6) was a victim of multiple illegal practices including retaliation for legal union organization activities as well as data collection manipulation targeting (b) (6), (b) (7)(C) quality performance. In addition, it is also (b) (6), (b) (7)(C) contention that Amazon.com's data collection system is flawed. (b) (6), (b) (7)(C) allegation is that Amazon.com management and Human Resource department are aware of the flaws in the system, whereas workers can receive errors that were not their fault. Despite this knowledge, Amazon.com continues to discipline and terminate workers who receive these errors. Other allegations of employer malpractice include inaccurate data collections systems that measure productivity (rate system) and "Time off Task." Amazon.com management was aware of (b) (6), (b) (7)(C) union activity for 3 months prior to (b) (6) termination.

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

4c. Cell No. (b) (6), (b) (7)(C)

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By (b) (6)

(Signature of representative or person making charge)

(Printtype name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address (b) (6), (b) (7)(C)

07/14/2017

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



**From:** (b) (6), (b) (7)(C)  
**To:** [Whetsel, Taylor V.](#)  
**Subject:** Re: 21-CA-202791, Amazon.com  
**Date:** Thursday, August 3, 2017 6:55:44 PM  
**Attachments:** [image001.png](#)  
[Summary.docx](#)

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Dear Taylor Whetsel,

Thank you for contacting me today. I'm tied up for the rest of the day, but will be happy to call you on Friday, if that is okay. In efforts to retain legal representation I have reached out to labor attorneys in my area. I created a more detailed summary of my situation that I have attached with this email.

If Friday works for you I will be in contact with you via telephone at the number you referred to on your voice mail.

Thank you,

(b) (6), (b) (7)(C)

**Organize Amazon**

(b) (6), (b) (7)(C) (no encryption)

(b) (6), (b) (7)(C) (encrypted)

(b) (6), (b) (7)(C)

On Thursday, August 3, 2017 2:37 PM, "Whetsel, Taylor V." <Taylor.Whetsel@nrlb.gov> wrote:

Good afternoon (b) (6), (b) (7)(C)

I just left you a voicemail on the telephone number (b) (6), (b) (7)(C). This is just a follow-up e-mail to ensure you received my message as well as to provide you my contact information to reach me.

Thanks so much,

Taylor Whetsel  
Pathways Field Examiner  
NLRB Region 21  
[taylor.whetsel@nrlb.gov](mailto:taylor.whetsel@nrlb.gov)  
office: (213) 634-6514  
cell: (202) 702-0696





## Summary

(b) (6), (b) (7)(C) began (b) (6), (b) (7)(C) career as a tier one warehouse associate with Amazon on August 20<sup>th</sup>, 2015. At this time (b) (6), (b) (7)(C) was enrolled in company benefits that included health insurance and a company stock plan. However, you have to work at Amazon for 2 years before you gain access to your stock options. According to research, the average tenure at Amazon is 1.4 years. (b) (6), (b) (7)(C) tenure was close to 1.8 years.

For the first 6 months of (b) (6), (b) (7)(C) tenure at Amazon (b) (6), (b) (7)(C) record was spotless. (b) (6), (b) (7)(C) took pride in doing a good job. (b) (6), (b) (7)(C) followed the rules and did whatever was asked of (b) (6), (b) (7)(C). In February of 2016, Amazon made wholesale changes in management in several departments. (b) (6), (b) (7)(C) new manager, (b) (6), (b) (7)(C) appeared to have a directive because once (b) (6), (b) (7)(C) started, so did the barrage of disciplinary actions called "write ups." In short, the terminations begin to pile up. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was given two write ups in (b) (6), (b) (7)(C) first month. (b) (6), (b) (7)(C) defended (b) (6), (b) (7)(C) by not agreeing with the write ups. This did not sit well with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) found (b) (6), (b) (7)(C) a target.

There are several different types of disciplinary write ups. The most common three are quality, productivity and "Time off Task." (b) (6), (b) (7)(C) never had any issues with productivity or TOT. However after six months of never having any quality issues, (b) (6), (b) (7)(C) suddenly found (b) (6), (b) (7)(C) being written up for quality errors.

Quality is measured using a Data Collection system. If an inventory specialist such as (b) (6), (b) (7)(C) were to count 3 items in a bin (where merchandise is stored) and the system does not match, (b) (6), (b) (7)(C) could be given an error. Amazon does multiple counts to assure counts match, but often there are factors that can alter the numbers. Without going into too much detail, theft is one example of how numbers can change. There are many examples. Amazon's policy is that if you have six write ups in one calendar year, you are terminated. If you have three within a period of up to 4 months you will be terminated. It all sounds reasonable on the surface. There has to be a scale to measure whether a worker is doing an adequate job. However, this system is being abused. It is (b) (6), (b) (7)(C) contention that Amazon uses its data collection systems to intentionally control its unwritten



policy to recycle its work force. Amazon will deny this ever happens, but if anyone were to ask workers at the warehouse where (b) (6), (b) (7)(C) worked (Ont-6, Moreno Valley), 90 % would agree this is how Amazon operates. There are several reasons for this, but the greatest benefit is to have the ability to control people by using fear tactics. This creates a very toxic work place where workers are pitted against each other just to stay employed. It's also a very good tool to use against any attempts to unionize.

In the summer of 2016, (b) (6), (b) (7)(C) began speaking with other workers about what was happening to them. The stories were all very similar. Almost every one of them felt oppressed. (b) (6), (b) (7)(C) fellow workers were all scared. They feared for their jobs because their managers were constantly disciplining and harassing them. (b) (6), (b) (7)(C) coworkers used all of the in-house options such as Human Resources, calling the ethics hotline and even making appointments to speak with Operations Managers, in what they call an open door policy to no avail. None of these options worked. It is also (b) (6), (b) (7)(C) contention that many of these people who tried to stand up for themselves were immediately targeted and were usually terminated within next few months for quality, productivity or TOT. The bottom line here was that it was apparent to (b) (6), (b) (7)(C) that the only course of action that was left was to consider speaking to a union.

During that same summer, (b) (6), (b) (7)(C) met with members of Local 63 (Teamsters) out of Rialto. To make a very long story short, (b) (6), (b) (7)(C) then asked (b) (6), (b) (7)(C) fellow coworkers if they were interested in organizing in effort to put an end to the constant workplace oppression that Amazon workers were being subjected to. The answer was an overwhelming yes. Therefore the official campaign that would later be called "Organize Amazon" was formed with (b) (6), (b) (7)(C) handling the facilitation of the movement. This campaign was conducted strictly within NLRB guidelines. In a relatively short amount of time, the campaign gained support. However, two factors caused it to stall. Another organizer and (b) (6), (b) (7)(C) who took lead roles, left Amazon. (b) (6), (b) (7)(C) was forced to go on FMLA to handle two family emergencies concerning (b) (6), (b) (7)(C) parents and missed 3 months. (b) (6), (b) (7)(C), who was the other lead, found a better opportunity. The stall would last until (b) (6), (b) (7)(C) returned in December.



Upon my return, (b) (6), (b) (7)(C) contacted all the individuals involved with the movement and they agreed to start up again. The situation at Amazon was not improving. Some would say it was actually becoming worse. Amazon was creating new policies and not informing its work force about the changes until workers found themselves in violation of one of these new rules. This would usually result in write ups and terminations. As the calendar turned to 2017 the organizing effort grew rapidly. As for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) things seem to improve. (b) (6), (b) (7)(C) was no longer (b) (6), (b) (7)(C) direct manager and (b) (6), (b) (7)(C) went through a period of relatively no issues regarding (b) (6), (b) (7)(C) own status. (b) (6), (b) (7)(C) was a top performer throughout most of (b) (6), (b) (7)(C) tenure with Amazon and often finished either with the highest or one of the highest productivity rates in (b) (6), (b) (7)(C) department. Regardless, (b) (6), (b) (7)(C) continued to see constant oppression towards (b) (6), (b) (7)(C) coworkers.

At some point in late February or early March of 2017 a rumor had surfaced that Amazon was now aware of union activity. Rumors also circulated that my name could have been mentioned. (b) (6), (b) (7)(C) knew the risks involved with the effort and knew the consequences could result in retaliation. Shortly after these rumors surfaced, (b) (6), (b) (7)(C) was written up for quality. Fearing that (b) (6), (b) (7)(C) was the subject of retaliation, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) who was now (b) (6), (b) (7)(C) new manager. In that meeting, (b) (6), (b) (7)(C) once again argued (b) (6), (b) (7)(C) case against the write up. However, this time (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) position with the committee to unionize Amazon.

In the next few months while (b) (6), (b) (7)(C) anticipated retaliation, the union movement had grown to a point where confidence was at an all-time high. Even while we would lose 10 people to terminations in one week, we would gain 30 new supporters. Despite Amazon's high turnover rate the movement was gaining ground. Amazon began having "All Hands" meetings that included everyone. In these meetings, workers were very disgruntled with management. It got so bad that management stopped taking questions because nearly all of them had something to do with supporting the ideals of the union effort. And as expected, (b) (6), (b) (7)(C) began to receive new quality write ups. (b) (6), (b) (7)(C) lasted until (b) (6), (b) (7)(C). That was 13 days before one of (b) (6), (b) (7)(C) older write ups would have fallen off. In (b) (6), (b) (7)(C) exit meeting which was attended by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C),



(b) (6), (b) (7)(C) was given (b) (6), (b) (7)(C) termination for a sixth write up in a year. (b) (6), (b) (7)(C) repeated (b) (6), (b) (7)(C) assertion that the data collection system being flawed. (b) (6), (b) (7)(C) was once able to get former manager (b) (6), (b) (7)(C) to admit the system was flawed. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) would ever be willing to go record with this information and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would never deny it. Other (b) (6), (b) (7)(C) managers, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) have also gone on record agreeing the system is flawed. Following (b) (6), (b) (7)(C) termination, other managers and human resources have admitted to a flawed data collection system. Despite any of this, Amazon continues to use this system as a basis for disciplinary action. In other words, nothing is being done to fix the problems. The write ups and terminations continue. In (b) (6), (b) (7)(C) exit meeting, (b) (6), (b) (7)(C) was told by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would have a right to appeal the termination. (b) (6), (b) (7)(C) responded by letting out chuckle and asked "Wouldn't that just be a waste of time with my union affiliation?" (b) (6), (b) (7)(C) also chuckled and acknowledged my question by saying "yea."

(b) (6), (b) (7)(C) appeal never took place. HR representative, (b) (6), (b) (7)(C) sent (b) (6), (b) (7)(C) a date for (b) (6), (b) (7)(C) appeal via email on a Tuesday evening time-stamped at 7:26 PM. (b) (6), (b) (7)(C) saw and opened this email about 45 hours later (~4:30 PM on Thursday). To (b) (6), (b) (7)(C) surprise the date and time of the appeal was set up for Thursday at 1PM. Additionally (b) (6), (b) (7)(C) was given 48 hours to confirm this time. Thinking this was all in error (b) (6), (b) (7)(C) contacted the appeals team and confirmed that (b) (6), (b) (7)(C) could attend the appeal. However, (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) was too late and the appeal time had already passed. This was despite the fact that (b) (6), (b) (7)(C) technically had 3 hours left in the 48 hour window to respond. When (b) (6), (b) (7)(C) pressed (b) (6), (b) (7)(C) for more information (b) (6), (b) (7)(C) refused to respond. (b) (6), (b) (7)(C) would not even respond to (b) (6), (b) (7)(C) request for (b) (6), (b) (7)(C) last name so (b) (6), (b) (7)(C) could have it for (b) (6), (b) (7)(C) records. In the time since this occurrence, (b) (6), (b) (7)(C) was informed of other situations where (b) (6), (b) (7)(C) was less than helpful to coworkers. (b) (6), (b) (7)(C) name has come up a lot in complaints about Amazon. In conclusion, (b) (6), (b) (7)(C) was never granted a new appeal.

(b) (6), (b) (7)(C) continues to work with union organizers at Amazon and is the founder of the "Organize Amazon" campaign to compel workers to unite and stop the brutality at Amazon. (b) (6), (b) (7)(C) own situation barely scratches the surface of



the accusations that workers have against Amazon.com. It's not a coincidence that the average tenure at Amazon is under 2 years. Amazon will never admit it, but this is intentional for several reasons. The high turnover rate benefits them in several ways. A few of those are obvious. Employees who have worked their longer become more exposed to Amazon's corruption. The longer you work there the more likely you will be injured because of the lack of safety regulations. New workers are paid less money. High turnover rate also makes it very difficult for workers to fight back and unionize. Fear is Amazon's greatest weapon. Workers see their colleagues fired off one-by-one and replaced with fresh new faces who know absolutely nothing about what they have entered into. However, the biggest benefit in (b) (6), (b) (7)(C) charge is that workers are intentionally dismissed prior to stock-vesting dates. Where do the stocks go? Where does the money go?

ADP is the payroll company for Amazon. In the spring of 2017, an unnamed ADP employee accidentally leaked information about bonuses being paid out to Amazon management for terminations prior to vesting dates. The ADP employee claims that (b) (6), (b) (7)(C) writes checks to Amazon management for every Amazon worker that is terminated prior to these anniversary dates. (b) (6), (b) (7)(C) attempted to get the name of this person, but this person does not wish to go public for fear of retaliation. The Los Angeles Times was given this story lead and after their own investigation they requested that any further communication on this matter be done in person. They no longer wished to speak on phone or via email. However, every attempt to contact this reporter has failed. Something spooked them and it's possible we will never know what they had or didn't have.

In conclusion, (b) (6), (b) (7)(C) charges that Amazon is guilty of wrongful termination practices and intends to seek resolutions via legal avenues.

Recommended follow up reading:

<https://sites.google.com/site/thefaceofamazon/home>

<https://www.facebook.com/OrganizeAmazon/>



# Morgan Lewis

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August 30, 2017

## E-FILED

Taylor V. Whetsel  
Board Agent  
National Labor Relations Board Region 21  
888 S. Figueroa Street  
Floor 9  
Los Angeles, CA 90017-5449

Re: Amazon.com - Case No. 21-CA-202791  
(b) (6), (b) (7)(C) Termination ULP

Dear Ms. Whetsel:

Amazon.com ("Amazon" or the "Company") provides this position statement in response to the above-referenced charge filed by (b) (6), (b) (7)(C). The Company understands (b) (6), (b) (7)(C) to claim that Amazon has violated Sections 8(a)(1) and (3) of the National Labor Relations Act ("NLRA" or "Act"), as alleged in the charge and described in the Region's August 10, 2017 allegations letter, as follows:

1. *Starting in or about (b) (6), (b) (7)(C) 2017, the above-named Employer discriminated against (b) (6), (b) (7)(C) by disciplining (b) (6), (b) (7)(C) with inaccurate quality written documentation in retaliation for (b) (6), (b) (7)(C) union organizing activities.*

*Specifically, Charging Party (b) (6), (b) (7)(C) contends that on (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) 2017, and (b) (6), (b) (7)(C) 2017, the Employer issued to (b) (6), (b) (7)(C) written documentations for quality errors, which documentations were inaccurate and were in retaliation for (b) (6), (b) (7)(C) union activity. (b) (6), (b) (7)(C) contends that the written documents were generated from a flawed data collection system that is used by the Employer.*

2. *On or about (b) (6), (b) (7)(C) 2017, the Employer discriminated against (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) union organizing activities.*
3. *On or about (b) (6), (b) (7)(C) 2017, the Employer discriminated against (b) (6), (b) (7)(C) by cancelling of (b) (6), (b) (7)(C) termination appeal hearing in retaliation for (b) (6), (b) (7)(C) union organizing activities.*

In support of the charge, the Company also understands (b) (6), (b) (7)(C) to assert that the Company took the above actions because of (b) (6), (b) (7)(C) alleged protected concerted activity.

**Morgan, Lewis & Bockius LLP**

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Philadelphia, PA 19103-2921  
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As discussed in more detail below, (b) (6), (b) (7)(C) charge is factually and legally deficient. (b) (6), (b) (7)(C) was terminated for poor job performance and repeated and well-supported violations of Company quality-related work standards. Specifically, (b) (6), (b) (7)(C) was terminated for receiving six Quality First Written Warnings between (b) (6), (b) (7)(C) 2016 and (b) (6), (b) (7)(C) 2017 based on (b) (6), (b) (7)(C) repeated failure to meet minimum operational standards and metrics. Ultimately, the Act does not insulate employees from the consequences of their overall poor job performance simply because they allegedly have engaged in protected activity. The actions of the Company in applying its well-established performance-related policy to discipline and then terminate (b) (6), (b) (7)(C) employment were lawful, and the charge should be dismissed, absent withdrawal.

## **FACTUAL BACKGROUND**

### **I. AMAZON.COM**

Amazon operates websites that sell various products, including books, electronics, CDs, DVDs and apparel. Amazon.com packages and ships products from warehouses called "Fulfillment Centers." Amazon operates numerous Fulfillment Centers in North America, including one in Moreno Valley, California, referred to internally as "ONT6" and operated by Golden State FC, LLC.

### **II. (b) (6), (b) (7)(C) EMPLOYMENT AT AMAZON**

#### **A. (b) (6), (b) (7)(C) Position and Duties.**

At the time of (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) was employed as an ICQA (Inventory Control Quality Assurance) Tier 1 Associate. (b) (6), (b) (7)(C) worked the DC4T0700 (Mon/Tues/Thurs/Fri – 0700 – 1730) shift at the ONT6 Fulfillment Center. (b) (6), (b) (7)(C) primary job duties as an ICQA Associate involved sorting through product inventory bins, counting each item in the bin, and identifying discrepancies, while utilizing a handheld scanner and working in the following operational process paths:

- **Simple Bin Count (SBC):** This is the first step in Amazon's process, where an Associate does an initial unit count of a physical location. Their count is compared to the expected virtual count, and if it does not match the expected virtual record, it prompts for them to recount. If their count remains a mismatch, a Cycle Count (CC) is generated for that location.
- **Cycle Count (CC):** After a SBC has shown a mismatch of the virtual and physical records, a cycle counter now goes to the bin to scan each individual unit, so that it can do a detailed comparison to the expected count. If their count matches the original expected count it will generate an error for the SBC counter. If it does not match the expected count, but matches the SBC counter, it changes the virtual record. If it does not match either the expected count or SBC count, it will require a second level CC. It will continue to generate cycle counts for this bin until two parties scan the exact same physical inventory.



- **Amnesty:** This process is the act of identifying the original home for units that have fallen out of their original location. It requires the Associate to scan an item and scan the nearest bin, and then prompts them to physically check bins based on the virtual record for locations adjacent to the nearest bin scanned from the "found" amnesty bin.
- **Single Record Count (SRC):** Single Record Count is a process that sends an ICQA Associate to verify what is physically in a bin, based on virtual mismatches suspected from the Stow process. The Associate goes to the indicated bin to look for a specific ASIN (unique unit identifier) to verify what has physically been stowed.

Overall, the purpose of the ICQA Associate function is to ensure that the correct items are stored in the correct bins, which is necessary for ensuring inventory control and identifying defects (i.e., misplaced items) that are already in the bins, all with a goal of improving efficiency and customer service.

**B. The DPMO Tracking Process and (b) (6), (b) (7)(C) Repeated Performance Issues.**

Among other things, ICQA Associates are tracked and rated based on their quality control performance (how many items they count in bins and the accuracy of their counting). In terms of the relevant measurement process, the Company tracks performance on a weekly basis using a metric called "defects per million opportunities" or "DPMO." DPMO is calculated by taking the number of weekly errors, dividing that number by the number of units handled and multiplying that result by one million. Prior to finalizing the weekly DPMO number, all the data is reviewed and verified by an Amazon manager to ensure that all errors for the week are appropriately attributable to the Associate in question. Under Amazon's DPMO policy, when an Associate falls into the bottom 10% of performers for weekly DPMO, (b) (6), (b) (7)(C) is issued a Quality First Written Warning.<sup>1</sup> If an Associate receives six Quality First Written Warnings in a rolling twelve-month period, (b) (6), (b) (7)(C) is subject to immediate termination per Amazon policy. The policy is posted in the ONT6 Fulfillment Center and also found on the "Inside Amazon" employee intranet. (See Attachment 1

As reflected in the attached documentation, (b) (6), (b) (7)(C) received Quality First Written Warnings on the following dates:

- (b) (6), (b) (7)(C) 2016
- (b) (6), (b) (7)(C) 2016
- (b) (6), (b) (7)(C), 2017
- (b) (6), (b) (7)(C) 2017
- (b) (6), (b) (7)(C), 2017
- (b) (6), (b) (7)(C), 2017

(See Attachment 2). Pursuant to Company policy and practice, each of these disciplinary notices was presented to (b) (6), (b) (7)(C) via computer interface, and the Associate has an opportunity to review the discipline and provide comments and then is asked to acknowledge the notice. (b) (6), (b) (7)(C)

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<sup>1</sup> Although not at issue here, under the DPMO policy, more serious weekly performance issues may subject an Associate to a higher level of discipline or termination on an immediate basis.



(b) (6), (b) (7)(C) generally refused to sign these Quality First Written Warning Notices, but did acknowledge the discipline (b) (6) received on (b) (6), (b) (7)(C), 2016. Finally, each of the notices issued prior to (b) (6), (b) (7)(C) 2017 restate the policy that six notices in a rolling twelve-month period will subject the Associate to termination. On (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) did receive a sixth Quality First Written Warning for unacceptable DPMO and was appropriately terminated pursuant to Amazon's policy and practice. The termination was delivered to (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2017.

**C. (b) (6), (b) (7)(C) Fails to Appear at (b) (6), (b) (7)(C) Scheduled Appeals Hearing.**

Following (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) filed for an appeal of the decision to terminate under the Amazon Fulfillment Center and Sort Center Appeals Process Policy. (See Attachment 3). The Amazon Appeals Team sent a confirming email to (b) (6), (b) (7)(C) on June 22, 2017 and set an appeals hearing for June 22, 2017 at 1:00 PM. In that email, the Appeals Team requested confirmation that (b) (6), (b) (7)(C) would attend the hearing and stated, "If we do not hear from you in the next 48 hours or you do not attend the hearing, we will assume you are no longer interested in proceeding with your appeal and your termination will be upheld." (See Attachment 4).

(b) (6), (b) (7)(C) did not respond to the Appeals team prior to the day and time set for which the hearing was set and did not appear at the hearing on June 22, 2017. As such, and consistent with the conditions set forth in the 6/20/17 email from the Appeals Team and Company, the decision to terminate (b) (6), (b) (7)(C) was upheld, and a notice confirming that decision was sent to (b) (6), (b) (7)(C) later in the day on June 22. (See Attachment 5). Oddly, (b) (6), (b) (7)(C) responded for the first time *after* the time for the scheduled hearing and nonetheless indicated (b) (6), (b) (7)(C) confirmation that (b) (6), (b) (7)(C) would attend the hearing. (See Attachment 6). At this point, (b) (6), (b) (7)(C) was already a no-call/no-show, and it was impossible for (b) (6), (b) (7)(C) to attend the hearing. Finally, (b) (6), (b) (7)(C) never followed up after June 22 to express any continued interest in the Appeals Process.

**DISCUSSION**

**I. (b) (6), (b) (7)(C) ALLEGATIONS DO NOT HAVE MERIT.**

Based on the factual record, it is clear that (b) (6), (b) (7)(C) allegations are without merit. First, (b) (6), (b) (7)(C) generalized allegations regarding supposed protected activity are insufficient for the Company to respond to and cannot support (b) (6), (b) (7)(C) charge. Moreover, even if (b) (6), (b) (7)(C) engaged in protected activity, and had that activity contributed to (b) (6), (b) (7)(C) discharge in any material way, Amazon had a legitimate business reason for disciplining and then terminating (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) would have been disciplined and terminated even absent any protected activity. Finally, (b) (6), (b) (7)(C) allegations regarding the Amazon Appeal Process are baseless given (b) (6), (b) (7)(C) own failure to meet the basic requirement of actually appearing at the appeals hearing.

**A. Relevant Section 8(a)(3) Legal Framework.**

As Amazon is alleged to have retaliated against (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) engaged in alleged protected activity, the Board's *Wright Line* test applies here. In other words, the legal question is what motivated Amazon to discipline and then terminate (b) (6), (b) (7)(C) asserted protected conduct, or Amazon's legitimate business concerns over (b) (6), (b) (7)(C) repeated violations of the Company's work performance and quality standards.



In cases concerning alleged unlawful terminations, the Board typically utilizes the legal framework established under *Wright Line*, 251 NLRB 1083 (1980), *enfd.*, 662 F.2d 899 (1st Cir. 1981), *cert. denied*, 455 U.S. 989. Under this multi-part test, first “the General Counsel must make a *prima facie* showing sufficient to support the inference that protected conduct was a ‘motivating factor’ in the employer’s decision.” See *Wal-Mart Stores, Inc.*, 352 NLRB 815, 845 (2008). Additionally, a violation necessarily depends on a causal connection between employee-protected activities and an adverse employment action. See *P.W. Supermarkets Inc.*, 269 NLRB 839, 840 (1984). If this showing is made by a preponderance of the evidence, “the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.” *Wal-Mart Stores*, 352 NLRB at 845; see *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003).

Under this framework, (b) (6), (b) (7)(C) has not presented allegations sufficient to support a *prima facie* case of unlawful termination. Further, if the superficial allegations of protected activity presented by (b) (6), (b) (7)(C) could be construed as providing that predicate *prima facie* case, which they cannot, Amazon still had a specific, demonstrable and reasonable basis for disciplining (b) (6), (b) (7)(C) and terminating (b) (6), (b) (7)(C) employment – (b) (6), (b) (7)(C) repeated violations of Amazon’s DPMO quality policy. For these reasons, the charge should be dismissed, absent withdrawal.

**B. (b) (6), (b) (7)(C) Has Not Sufficiently Alleged Protected Activity.**

As a predicate matter, (b) (6), (b) (7)(C) cannot even demonstrate a *prima facie* case in support of (b) (6), (b) (7)(C) charge because (b) (6), (b) (7)(C) allegation of relevant protected activity is presented only in superficial and vague terms, such that the Company cannot even meaningfully and fairly respond to the assertion that Section 7 rights are at issue. Among the material deficiencies in (b) (6), (b) (7)(C) allegations are the failure to identify the nature of the conduct, when it occurred and who at Amazon was aware of the alleged activity. Given that (b) (6), (b) (7)(C) received three of the six predicate disciplinary notices prior to the Section 10(b) allegations period and as far back as (b) (6), (b) (7)(C) 2016, generalized allegations of protected conduct, untethered to any otherwise relevant time period, are both facially insufficient and irrelevant. On this basis, the Region should dismiss the charge for want of a fundamental *prima facie* element – a legally sufficient allegation of protected activity.

**C. Assuming (b) (6), (b) (7)(C) Could Prove (b) (6), (b) (7)(C) *Prima Facie* Case, Amazon Had a Legitimate Business Reason for Terminating (b) (6), (b) (7)(C)**

Assuming for the sake of argument that a *prima facie* case was adequately presented by the charge, which is not the case, the Company’s decision to discipline and then terminate (b) (6), (b) (7)(C) is amply supported by legitimate business reasons. As detailed above, (b) (6), (b) (7)(C) was issued six Quality First Written Warnings in less than a twelve-month period from (b) (6), (b) (7)(C) 2016 to (b) (6), (b) (7)(C) 2017. These disciplinary warnings were each issued pursuant to a data-driven performance system that assesses performance based on DPMO. As discussed above, DPMO is tracked and reviewed for accuracy by managers on a weekly basis. The policy is consistently applied to all ICQA Associates, and the termination of (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) well-supported performance deficiencies was reasonable and lawful.<sup>2</sup>

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<sup>2</sup> In the allegations letter, you state that (b) (6), (b) (7)(C) alleges that the discipline and termination resulted from a “flawed data collection system.” Amazon disputes strenuously that the DPMO



It is beyond debate that an employer can take adverse actions in response to such documented job performance deficiencies and even to terminate employees for those work performance deficiencies. An employee's decision to engage in some protected activities at work does not thereafter shield (b) (6), (b) (7)(C) from all adverse consequences. Moreover, the treatment of (b) (6), (b) (7)(C) was consistent with the Company's treatment of other similarly situated employees. In the period from December 2016 to May 2017, 138 other employees at ONT6 were terminated for quality violations. There can be no dispute that Amazon's data-driven quality standards as applied under the DPMO metric are both reasonable and consistently neutral and are rigorously applied and enforced.

Finally, the allegations concerning the Amazon Appeals Process are wholly without merit. As discussed above, (b) (6), (b) (7)(C) appealed the decision to terminate and then failed to show up for (b) (6), (b) (7)(C) appeals hearing. Accordingly, the termination was upheld.

For all these reasons, the discipline and termination of (b) (6), (b) (7)(C) was appropriate, and the charge should be dismissed, absent withdrawal.

### **CONCLUSION**

Given the record evidence, this charge should be dismissed, absent withdrawal. Please let us know if you have any questions or need any additional information. If additional information or evidence is provided by the Charging Party, please afford the Company an opportunity to respond to it.

Yours very truly,

/s/ Michael E. Lignowski  
Michael E. Lignowski  
Counsel for Amazon.com/Golden State FC, LLC

MEL (b) (6), (b) (7)(C)  
Attachments 1-6

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process is "flawed," but it is also the case that a flawed system is not an unlawful system and does not support or imply an unlawful intent to discriminate.



**PRODUCTIVITY**

**SPPR / SPQR COMMUNICATION**

**POSITIVES**

(b) (4)





Refused to sign by associate on (b) (6), (b) (7)(C) 2016 11:11:27 AM - Delivered by (b) (6), (b) (7)(C)

## Supportive Feedback Document Quality - First Written

amazon.com

Associate Name: (b) (6), (b) (7)(C)

Manager Name: (b) (6), (b) (7)(C)

Created On: (b) (6), (b) (7)(C) 2016 11:11:27 AM

(b) (6), (b) (7)(C)

### Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

Below is a summary of your Quality communications

Level	Count	Most Recent
Verbal Coaching	2	(b) (6), (b) (7)(C), 2015 9:15:32 AM
First Written	1	(b) (6), (b) (7)(C), 2016 5:00:00 AM
Verbal Positive	11	(b) (6), (b) (7)(C) 2016 5:00:00 AM
Documented Coaching	2	(b) (6), (b) (7)(C) 2016 5:00:00 AM
Second Written	1	(b) (6), (b) (7)(C) 2016 5:00:00 AM

### Details of Current Incident/Specific Concerns

\* Expected DPMO is per error family and

not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*
ICQA	False Adhoc	12	2277	5000

### Error Listing

\* Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
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(b) (6), (b) (7) 2016 1:05:26 PM	ICQA	False Adhoc	<b>Asin:</b> B00DLI4IR4  <b>Quantity Expected:</b> 3  <b>Counted Bin:</b> P-1-B237B197  <b>Comments:</b> process_id fcsku expected_quantity counted_quantity attempt_number user_id bin_id{NEW} 351805 B00DLI4IR4 3 1 1 rcasti P-1-B237B197{NEW} 351805 B00DLI4IR4 3 3 2 ***** P-1-B237B197{NEW}  <b>Quantity Counted:</b> 1
(b) (6), (b) (7) 2016 12:37:12 PM	ICQA	False Adhoc	<b>Asin:</b> X000KOQFD3  <b>Quantity Expected:</b> 1  <b>Counted Bin:</b> P-1-B238E144  <b>Comments:</b> process_id fcsku expected_quantity counted_quantity attempt_number user_id bin_id{NEW} 351805 X000KOQFD3 1 0 1 rcasti P-1-B238E144{NEW} 351805 X000KOQFD3 1 1 2 ***** P-1-B238E144{NEW} 351805 X000KOQFD3 1 1 3 ***** P-1-B238E144{NEW}  <b>Quantity Counted:</b> 0
(b) (6), (b) (7) 2016 9:56:30 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 25  <b>Counted Bin:</b> P-1-B160E636  <b>Quantity Counted:</b> 24
(b) (6), (b) (7)(C) 2016 8:32:03 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 10  <b>Counted Bin:</b> P-1-B234D616  <b>Quantity Counted:</b> 13



(b) (6), (b) (7)(C)	8:10:55 AM	ICQA	False Adhoc	<p>Quantity Expected: 9</p> <p>Counted Bin: P-1-B236E593</p> <p>Quantity Counted: 8</p>
(b) (6), (b) (7)(C)	7:31:25 AM	ICQA	False Adhoc	<p>Quantity Expected: 13</p> <p>Counted Bin: P-1-B236B473</p> <p>Quantity Counted: 12</p>
(b) (6), (b) (7)(C)	2016 9:44:41 AM	ICQA	False Adhoc	<p>Asin: X000WTYUB5</p> <p>Quantity Expected: 23</p> <p>Counted Bin: P-2-B103C634</p> <p>Comments: process_id fcsku expected_quantity counted_quantity attempt_number user_id bin_id{NEW} 351805 X000WTYUB5 25 25 1 ***** P-2-B103C634{NEW} 351805 X000WTYUB5 24 24 2 ***** P-2-B103C634{NEW} 351805 X000WTYUB5 23 0 3 rcasti P-2-B103C634{NEW} 351805 X000WTYUB5 23 23 4 ***** P-2-B103C634{NEW}</p> <p>Quantity Counted: 0</p>
(b) (6), (b) (7)(C)	2016 10:41:59 AM	ICQA	False Adhoc	<p>Quantity Expected: 6</p> <p>Counted Bin: P-3-B113C561</p> <p>Quantity Counted: 5</p>
(b) (6), (b) (7)(C)	2016 10:26:47 AM	ICQA	False Adhoc	<p>Quantity Expected: 12</p> <p>Counted Bin: P-3-B113D511</p> <p>Quantity Counted: 11</p>



(b) (6), (b) (7)(C)	2016 10:16:13 AM	ICQA	False Adhoc	Quantity Expected: 10  Counted Bin: P-3-B113D487  Quantity Counted: 9
(b) (6), (b) (7)(C)	2016 8:45:05 AM	ICQA	False Adhoc	Quantity Expected: 9  Counted Bin: P-3-B169E482  Quantity Counted: 8
(b) (6), (b) (7)(C)	2016 7:38:40 AM	ICQA	False Adhoc	Quantity Expected: 5  Counted Bin: P-3-B173D583  Quantity Counted: 6

## Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
(b) (6), (b) (7)(C) 2016	2277	12	5270.09	-5.41	No
(b) (6), (b) (7)(C) 2016	4285	12	2800.46	43.99	No
(b) (6), (b) (7)(C) 2016	6727	30	4459.64	10.8	No
(b) (6), (b) (7)(C) 2016	4664	15	3216.12	35.67	Yes
(b) (6), (b) (7)(C) 2016	3084	5	1631.85	67.36	No
(b) (6), (b) (7)(C) 2016	6669	22	3298.84	34.02	Yes

## Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

## Associate Comments



Associate Signature: (b) (6), (b) (7)(C) REFUSED TO SIGN

Date: (b) (6), (b) (7)(C), 2016 11:11:27 AM

Manager Signature: Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date: (b) (6), (b) (7)(C), 2016 11:11:27 AM



Acknowledged by associate on (b) (6), (b) (7)(C) 2016 11 10:10 AM - Delivered (b) (6), (b) (7)(C)

## Supportive Feedback Document Quality - First Written



Associate Name: (b) (6), (b) (7)(C)

Manager Name: (b) (6), (b) (7)(C)

Created On: (b) (6), (b) (7)(C) 2016 11:10:10 AM

(b) (6), (b) (7)(C)

### Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

Below is a summary of your Quality communications

Level	Count	Most Recent
Verbal Coaching	2	(b) (6), (b) (7)(C), 2015 9:15:32 AM
First Written	2	(b) (6), (b) (7)(C), 2016 5:00:00 AM
Second Written	2	(b) (6), (b) (7)(C), 2016 5:00:00 AM
Verbal Positive	19	(b) (6), (b) (7)(C), 2016 5:00:00 AM
Documented Coaching	2	(b) (6), (b) (7)(C), 2016 5:00:00 AM

### Details of Current Incident/Specific Concerns

\* Expected DPMO is per error family and

not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*
ICQA	False Adhoc	22	2283	5000

### Error Listing

\* Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
(b) (6), (b) (7)(C), 2016 10:45:47 AM	ICQA	False Adhoc	Quantity Expected: 14  Counted Bin: P-1-B166E584  Quantity Counted: 13



(b) (6), (b) (7)(C), 2016 9:06:04 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 8  <b>Counted Bin:</b> P-1-B173D633  <b>Quantity Counted:</b> 7
(b) (6), (b) (7)(C), 2016 5:19:00 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 10  <b>Counted Bin:</b> P-3-A247D280  <b>Quantity Counted:</b> 7
(b) (6), (b) (7)(C), 2016 5:16:33 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 42  <b>Counted Bin:</b> P-3-A247B282  <b>Quantity Counted:</b> 41
(b) (6), (b) (7)(C), 2016 3:34:51 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 3  <b>Counted Bin:</b> P-3-A245C312  <b>Quantity Counted:</b> 2
(b) (6), (b) (7)(C), 2016 3:02:21 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 5  <b>Counted Bin:</b> P-3-A244C326  <b>Quantity Counted:</b> 4
(b) (6), (b) (7)(C), 2016 2:37:24 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 15  <b>Counted Bin:</b> P-3-A207D271  <b>Quantity Counted:</b> 14



(b) (6), (b) (7)(C)	2016 2:13:32 PM	ICQA	False Adhoc	Quantity Expected: 6  Counted Bin: P-3-A206C291  Quantity Counted: 7
(b) (6), (b) (7)(C)	2016 1:40:24 PM	ICQA	False Adhoc	Quantity Expected: 15  Counted Bin: P-3-A204E332  Quantity Counted: 14
(b) (6), (b) (7)(C)	2016 1:03:51 PM	ICQA	False Adhoc	Quantity Expected: 8  Counted Bin: P-3-A173D321  Quantity Counted: 7
(b) (6), (b) (7)(C)	2016 12:37:59 PM	ICQA	False Adhoc	Quantity Expected: 15  Counted Bin: P-3-A148E265  Quantity Counted: 14
(b) (6), (b) (7)(C)	2016 11:21:17 AM	ICQA	False Adhoc	Quantity Expected: 8  Counted Bin: P-3-A165E317  Quantity Counted: 7
(b) (6), (b) (7)(C)	2016 11:19:48 AM	ICQA	False Adhoc	Quantity Expected: 5  Counted Bin: P-3-A165A315  Quantity Counted: 3



(b) (6), (b) (7)(C)	2016 8:26:31 AM	ICQA	False Adhoc	Quantity Expected: 38  Counted Bin: P-3-A187E385  Quantity Counted: 37
(b) (6), (b) (7)(C)	2016 7:13:10 AM	ICQA	False Adhoc	Quantity Expected: 9  Counted Bin: P-3-A208D493  Quantity Counted: 8
(b) (6), (b) (7)(C)	2016 4:31:46 PM	ICQA	False Adhoc	Quantity Expected: 8  Counted Bin: P-2-B206D411  Quantity Counted: 7
(b) (6), (b) (7)(C)	23, 2016 4:16:12 PM	ICQA	False Adhoc	Quantity Expected: 17  Counted Bin: P-2-B210E441  Quantity Counted: 16
(b) (6), (b) (7)(C)	2016 4:03:36 PM	ICQA	False Adhoc	Quantity Expected: 15  Counted Bin: P-2-B210C444  Quantity Counted: 13
(b) (6), (b) (7)(C)	2016 4:26:42 PM	ICQA	False Adhoc	Quantity Expected: 22  Counted Bin: P-3-A234B112  Quantity Counted: 21



(b) (6), (b) (7)(C), 2016 1:28:42 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 30  <b>Counted Bin:</b> P-2-A217H190  <b>Quantity Counted:</b> 31
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## Performance Trend

Below is a summary of your past Quality performance

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
(b) (6), (b) (7)(C) 2016	2283	22	9636.44	-92.73	No
(b) (6), (b) (7)(C) 2016	1918	3	1564.12	68.71	No
(b) (6), (b) (7)(C) 2016	2561	11	4295.19	14.09	No
(b) (6), (b) (7)(C) 2016	3645	14	3840.87	23.18	No

## Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

## Associate Comments

**Associate Signature:** Acknowledged by (b) (6), (b) (7)(C)  
(BadgeID: (b) (6), (b) (7)(C))

**Date:** (b) (6), (b) (7)(C) 2016 11:10:10 AM

**Manager Signature:** Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

**Date:** (b) (6), (b) (7)(C) 2016 11:10:10 AM



Refused to sign by associate on (b) (6), (b) (7)(C) 2017, 1:44:28 PM - Delivered by (b) (6), (b) (7)(C)

## Supportive Feedback Document Quality - First Written



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C), 2017, 1:44:28 PM

(b) (6), (b) (7)(C)

### Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
First Written	3	(b) (6), (b) (7)(C) 2016, 5:00:00 AM
Verbal Positive	20	(b) (6), (b) (7)(C), 2016, 5:00:00 AM
Documented Coaching	1	(b) (6), (b) (7)(C), 2016, 5:00:00 AM
Second Written	2	(b) (6), (b) (7)(C) 2016, 5:00:00 AM

### Details of Current Incident/Specific Concerns

\* Expected DPMO is per error family and

not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*
ICQA	False Adhoc	8	1126	5000

### Error Listing

\* Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
(b) (6), (b) (7)(C), 2017, 9:52:56 AM	ICQA	False Adhoc	Quantity Expected: 15  Counted Bin: P-3-B165B537  Quantity Counted: 14



(b) (6), (b) (7)(C)	2017, 8:51:46 AM	ICQA	False Adhoc	Quantity Expected: 41 Counted Bin: P-3-B167A540 Quantity Counted: 411
(b) (6), (b) (7)(C)	2017, 1:53:58 PM	ICQA	False Adhoc	Quantity Expected: 15 Counted Bin: P-3-A198E416 Quantity Counted: 14
(b) (6), (b) (7)(C)	2017, 12:29:10 PM	ICQA	False Adhoc	Quantity Expected: 13 Counted Bin: P-3-A203E360 Quantity Counted: 12
(b) (6), (b) (7)(C)	2017, 10:08:06 AM	ICQA	False Adhoc	Quantity Expected: 11 Counted Bin: P-1-B126B520 Quantity Counted: 12
(b) (6), (b) (7)(C)	2017, 7:30:31 AM	ICQA	False Adhoc	Quantity Expected: 25 Counted Bin: P-1-B127B625 Quantity Counted: 24
(b) (6), (b) (7)(C)	2017, 10:56:25 AM	ICQA	False Adhoc	Quantity Expected: 16 Counted Bin: P-3-A186E513 Quantity Counted: 15



(b) (6), (b) (7)(C) 2017, 8:51:30 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 16  <b>Counted Bin:</b> P-3-A239F488  <b>Quantity Counted:</b> 15
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## Performance Trend

Below is a summary of your past Quality performance

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
(b) (6), (b) (7)(C) 2017	1126	8	7104.79	-42.1	No
(b) (6), (b) (7)(C) 2016	3136	0	0	100	No
(b) (6), (b) (7)(C) 2016	2179	7	3212.48	35.75	No
(b) (6), (b) (7)(C) 2016	3333	6	1800.18	63.99	No
(b) (6), (b) (7)(C) 2016	2212	3	1356.23	72.87	No

## Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that if an associate receives a 2nd final or a total of 5 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

## Associate Comments

Associate Signature: (b) (6), (b) (7)(C) REFUSED TO SIGN

Date: (b) (6), (b) (7)(C) 2017,  
1:44:28 PM

Manager Signature: Acknowledged by (b) (6), (b) (7)(C) BadgeID:  
(b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) 2017,  
1:44:28 PM



Refused to sign by associate on (b) (6), (b) (7)(C) 2017, 11:25:32 AM- Delivered by (b) (6), (b) (7)(C)

## Supportive Feedback Document Quality - First Written

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Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C) 2017, 11:25:32 AM

(b) (6), (b) (7)(C)

### Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a crucial component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
Documented Coaching	1	(b) (6), (b) (7)(C) 2016, 5:00:00 AM
First Written	3	(b) (6), (b) (7)(C) 2017, 11:36:17 AM
Verbal Positive	27	(b) (6), (b) (7)(C) 5:00:00 AM

### Details of Current Incident/Specific Concerns

\* Expected DPMO is per error family and

not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*
ICQA	False Adhoc	9	849	5000

### Error Listing

\* Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
(b) (6), (b) (7)(C) 2017, 5:19:40 PM	ICQA	False Adhoc	Asin: X000YVMCOD  Quantity Expected: 2  Counted Bin: P-3-B135D282  Quantity Counted: 1



(b) (6), (b) (7)(C), 2017, 3:52:21 PM	ICQA	False Adhoc	<b>Asin:</b> B01MEHPZV5  <b>Quantity Expected:</b> 0  <b>Counted Bin:</b> P-3-B130A370  <b>Quantity Counted:</b> 1
(b) (6), (b) (7)(C), 2017, 12:52:23 PM	ICQA	False Adhoc	<b>Asin:</b> B00OHLUWOW  <b>Quantity Expected:</b> 0  <b>Counted Bin:</b> P-3-B119D546  <b>Quantity Counted:</b> 1
(b) (6), (b) (7)(C), 2017, 12:36:01 PM	ICQA	False Adhoc	<b>Asin:</b> X00134CNKN  <b>Quantity Expected:</b> 60  <b>Counted Bin:</b> P-3-B121A645  <b>Quantity Counted:</b> 53
(b) (6), (b) (7)(C), 2017, 9:46:45 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 8  <b>Counted Bin:</b> P-3-B133F373  <b>Quantity Counted:</b> 9
(b) (6), (b) (7)(C), 2017, 9:39:59 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 11  <b>Counted Bin:</b> P-3-B133C368  <b>Quantity Counted:</b> 10



(b) (6), (b) (7)(C), 2017, 9:14:05 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 11 <b>Counted Bin:</b> P-3-B132D365 <b>Quantity Counted:</b> 1
(b) (6), (b) (7)(C), 2017, 5:01:44 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 42 <b>Counted Bin:</b> P-3-B163B476 <b>Quantity Counted:</b> 45
(b) (6), (b) (7)(C), 2017, 3:38:56 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 8 <b>Counted Bin:</b> P-3-B167F577 <b>Quantity Counted:</b> 9

## Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
(b) (6), (b) (7)(C), 2017	849	9	10600.7	-112.02	No
(b) (6), (b) (7)(C), 2017	714	3	4201.68	15.96	No
(b) (6), (b) (7)(C), 2017	1414	6	4243.28	15.13	No
(b) (6), (b) (7)(C), 2017	1878	6	3194.88	36.1	No
(b) (6), (b) (7)(C), 2017	1397	0	0	100	No
(b) (6), (b) (7)(C), 2017	1618	3	1854.14	62.91	No

## Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

## Associate Comments



**Associate Signature:** (b) (6), (b) (7)(C) REFUSED TO SIGN

**Date:** (b) (6), (b) (7)(C) 2017,  
11:25:32 AM

**Manager Signature:** Acknowledged by (b) (6), (b) (7)(C) (BadgeID:  
(b) (6), (b) (7)(C))

**Date:** (b) (6), (b) (7)(C) 2017,  
11:25:32 AM



Refused to sign by associate on (b) (6), (b) (7)(C) 2017, 3:23:29 PM - Delivered by de (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

## Supportive Feedback Document Quality - First Written



Associate Name: (b) (6), (b) (7)(C)

Manager Name: (b) (6), (b) (7)(C)

Created On: (b) (6), (b) (7)(C) 2017, 3:23:29 PM

### Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
First Written	4	(b) (6), (b) (7)(C) 5, 2017, 5:00:00 AM
Verbal Positive	27	(b) (6), (b) (7)(C) 2017, 5:00:00 AM

### Details of Current Incident/Specific Concerns

\* Expected DPMO is per error family and

not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*
ICQA	False Adhoc	19	2701	5000

### Error Listing

\* Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
(b) (6), (b) (7)(C) 2017, 3:08:24 PM	ICQA	False Adhoc	Asin: B00BXLUJ8I  Quantity Expected: 100  Counted Bin: P-3-A200B612  Quantity Counted: 99



(b) (6), (b) (7)(C) 2017, 9:09:26 AM	ICQA	False Adhoc	<b>Quantity Expected:</b> 20  <b>Counted Bin:</b> P-2-B164B280  <b>Quantity Counted:</b> 19
(b) (6), (b) (7)(C) 2017, 12:24:12 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 29  <b>Counted Bin:</b> P-2-B178C321  <b>Quantity Counted:</b> 27
(b) (6), (b) (7)(C) 2017, 12:16:41 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 6  <b>Counted Bin:</b> P-2-B178I325  <b>Quantity Counted:</b> 5
(b) (6), (b) (7)(C) 2017, 4:17:21 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 11  <b>Counted Bin:</b> P-3-A152E266  <b>Quantity Counted:</b> 10
(b) (6), (b) (7)(C) 2017, 4:07:18 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 10  <b>Counted Bin:</b> P-3-A150B268  <b>Quantity Counted:</b> 9
(b) (6), (b) (7)(C) 2017, 3:38:42 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 12  <b>Counted Bin:</b> P-3-A151C271  <b>Quantity Counted:</b> 11



(b) (6), (b) (7)(C)	2017, 3:14:40 PM	ICQA	False Adhoc	Quantity Expected: 13  Counted Bin: P-3-A151B288  Quantity Counted: 12
(b) (6), (b) (7)(C)	2017, 3:04:05 PM	ICQA	False Adhoc	Quantity Expected: 9  Counted Bin: P-3-A157B525  Quantity Counted: 7
(b) (6), (b) (7)(C)	2017, 2:37:14 PM	ICQA	False Adhoc	Quantity Expected: 31  Counted Bin: P-3-A156E538  Quantity Counted: 32
(b) (6), (b) (7)(C)	2017, 1:48:12 PM	ICQA	False Adhoc	Quantity Expected: 16  Counted Bin: P-3-A157E565  Quantity Counted: 17
(b) (6), (b) (7)(C)	2017, 1:25:26 PM	ICQA	False Adhoc	Quantity Expected: 8  Counted Bin: P-3-A156C588  Quantity Counted: 7



(b) (6), (b) (7)(C)	2017, 7:34:48 AM	ICQA	False Adhoc	<b>Asin:</b> B010RF401M  <b>Quantity Expected:</b> 1  <b>Counted Bin:</b> P-3-B130C495  <b>Quantity Counted:</b> 0
(b) (6), (b) (7)(C)	2017, 5:03:29 PM	ICQA	False Adhoc	<b>Quantity Expected:</b> 7  <b>Counted Bin:</b> P-1-B176G444  <b>Quantity Counted:</b> 6
(b) (6), (b) (7)(C)	2017, 10:42:07 AM	ICQA	False Adhoc	<b>Asin:</b> X001ALJ50Z  <b>Quantity Expected:</b> 5  <b>Counted Bin:</b> P-1-B118E586  <b>Quantity Counted:</b> 4
(b) (6), (b) (7)(C)	2017, 10:23:35 AM	ICQA	False Adhoc	<b>Asin:</b> X000M8R9WX  <b>Quantity Expected:</b> 0  <b>Counted Bin:</b> P-1-B119D625  <b>Quantity Counted:</b> 1



(b) (6), (b) (7)(C)	2017, 10:05:52 AM	ICQA	False Adhoc	<b>Asin:</b> B01AMPXEZK <b>Quantity Expected:</b> 0 <b>Counted Bin:</b> P-1-B120D623 <b>Quantity Counted:</b> 3
(b) (6), (b) (7)(C)	2017, 9:42:53 AM	ICQA	False Adhoc	<b>Asin:</b> B000F9DAL2 <b>Quantity Expected:</b> 11 <b>Counted Bin:</b> P-1-B122E483 <b>Quantity Counted:</b> 10
(b) (6), (b) (7)(C)	2017, 8:06:23 AM	ICQA	False Adhoc	<b>Asin:</b> X001AOIPLR <b>Quantity Expected:</b> 2 <b>Counted Bin:</b> P-1-B142C561 <b>Quantity Counted:</b> 1

## Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
(b) (6), (b) (7)(C) 2017	2701	19	7034.43	-40.69	No
(b) (6), (b) (7)(C) 2017	2180	3	1376.14	72.47	No
(b) (6), (b) (7)(C) 2017	1991	6	3013.56	39.72	No
(b) (6), (b) (7)(C) 2017	2124	5	2354.04	52.91	No
(b) (6), (b) (7)(C) 2017	2815	13	4618.11	7.63	No
(b) (6), (b) (7)(C) 2017	1670	5	2994.01	40.11	No

## Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.



## Associate Comments

I do not acknowledge this date is correct, I believe it is inaccurate in attempt to terminate me because of my affiliation to unionize the workers at On16. Not only is the information manufactured I also believe this to be a blatant attempt to terminate my employment prior to my stocks vesting.

**Associate Signature:** (b) (6), (b) (7)(C) REFUSED TO SIGN

**Date:** (b) (6), (b) (7)(C) 2017, 3:23:29 PM

**Manager Signature:** Acknowledged by (b) (6), (b) (7)(C)  
(BadgeID: (b) (6), (b) (7)(C))

**Date:** (b) (6), (b) (7)(C) 2017, 3:23:29 PM



Refused to sign by associate on (b) (6), (b) (7)(C) 2017, 11:52:14 AM - Delivered by (b) (6), (b) (7)(C)

## Supportive Feedback Document Quality - Termination

amazon.com

Associate Name: (b) (6), (b) (7)(C)

Manager Name: (b) (6), (b) (7)(C)

Created On: (b) (6), (b) (7)(C) 2017, 11:52:14 AM

(b) (6), (b) (7)(C)

### Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

### Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
Verbal Positive	27	(b) (6), (b) (7)(C) 2017, 5:00:00 AM
First Written	5	(b) (6), (b) (7)(C) 2017, 5:00:00 AM

### Details of Current Incident/Specific Concerns

\* Expected DPMO is per error family and

not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*
ICQA	False Adhoc	15	2282	5000

### Error Listing

\* Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
(b) (6), (b) (7)(C) 2017, 12:29:09 PM	ICQA	False Adhoc	Asin: X000TJKAUN  Quantity Expected: 0  Counted Bin: P-3-B105C473  Quantity Counted: 2



(b) (6), (b) (7)(C)	2017, 7:24:44 AM	ICQA	False Adhoc	Quantity Expected: 13  Counted Bin: P-3-A163E586  Quantity Counted: 12
(b) (6), (b) (7)(C)	2017, 9:11:39 AM	ICQA	False Adhoc	Quantity Expected: 17  Counted Bin: P-3-A248D445  Quantity Counted: 21
(b) (6), (b) (7)(C)	2017, 8:19:35 AM	ICQA	False Adhoc	Quantity Expected: 8  Counted Bin: P-3-A252D427  Quantity Counted: 7
(b) (6), (b) (7)(C)	2017, 12:27:42 PM	ICQA	False Adhoc	Quantity Expected: 18  Counted Bin: P-3-B169D568  Quantity Counted: 17
(b) (6), (b) (7)(C)	2017, 8:56:31 AM	ICQA	False Adhoc	Quantity Expected: 13  Counted Bin: P-3-A149D310  Quantity Counted: 12
(b) (6), (b) (7)(C)	2017, 7:14:59 AM	ICQA	False Adhoc	Quantity Expected: 11  Counted Bin: P-3-A147F283  Quantity Counted: 12



(b) (6), (b) (7)(C)	2017, 4:48:12 PM	ICQA	False Adhoc	Quantity Expected: 26 Counted Bin: P-1-B139D394 Quantity Counted: 25
(b) (6), (b) (7)(C)	2017, 3:09:13 PM	ICQA	False Adhoc	Quantity Expected: 24 Counted Bin: P-1-B136B322 Quantity Counted: 23
(b) (6), (b) (7)(C)	2017, 11:21:01 AM	ICQA	False Adhoc	Asin: X000YWQ5TZ Quantity Expected: 8 Counted Bin: P-3-B157B345 Quantity Counted: 7
(b) (6), (b) (7)(C)	2017, 11:09:55 AM	ICQA	False Adhoc	Asin: B000VXO4JE Quantity Expected: 0 Counted Bin: P-3-B156E326 Quantity Counted: 1
(b) (6), (b) (7)(C)	2017, 10:36:29 AM	ICQA	False Adhoc	Asin: B00ZPWGHXC Quantity Expected: 0 Counted Bin: P-3-B155F330 Quantity Counted: 1



(b) (6), (b) (7)(C)	2017, 10:03:34 AM	ICQA	False Adhoc	<b>Asin:</b> X000NDMU71  <b>Quantity Expected:</b> 0  <b>Counted Bin:</b> P-3-B155D392  <b>Quantity Counted:</b> 1
(b) (6), (b) (7)(C)	2017, 10:01:28 AM	ICQA	False Adhoc	<b>Asin:</b> B01F4PBRTI  <b>Quantity Expected:</b> 0  <b>Counted Bin:</b> P-3-B154E396  <b>Quantity Counted:</b> 1
(b) (6), (b) (7)(C)	2017, 8:58:00 AM	ICQA	False Adhoc	<b>Asin:</b> X001B3MPB3  <b>Quantity Expected:</b> 1  <b>Counted Bin:</b> P-3-B153D431  <b>Quantity Counted:</b> 0

## Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
(b) (6), (b) (7)(C) 2017	2282	15	6573.18	-31.47	No
(b) (6), (b) (7)(C) 2017	2109	4	1896.63	62.06	No
(b) (6), (b) (7)(C) 2017	2701	19	7034.43	-40.69	No
(b) (6), (b) (7)(C) 2017	2180	3	1376.14	72.47	No
(b) (6), (b) (7)(C) 2017	1991	6	3013.56	39.72	No
(b) (6), (b) (7)(C) 2017	2124	5	2354.04	52.91	No

Based on research two errors were manually exempted. Recalculated DPMO is 5,046.

DPMO is calculated by taking the (# of errors / # of units) x 1,000,000.

## Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that if an associate receives a 2nd final or a total of 5 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

Written by  
(b) (6), (b) (7)(C)



## Associate Comments

This is my final write up as a worker with Amazon.com. It is my contention that Amazon is engaged in a companywide scandal to terminate employees prior to their 2 year vesting date. It is also my contention that I have been unlawfully targeted by Amazon.com because of my membership in the union organization team that wishes to unionize the workers of Amazon and Qnt. 6 in particular.

**Associate Signature:** (b) (6), (b) (7)(C) REFUSED TO SIGN

**Date:** (b) (6), (b) (7)(C) 2017, 11:52:14 AM

**Manager Signature:** Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

**Date:** (b) (6), (b) (7)(C) 2017, 11:52:14 AM



**Lignowski, Michael E.**

---

**From:** ont6-appeals <ont6-appeals@amazon.com>  
**Sent:** Tuesday, June 20, 2017 10:07 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** ONT6 Appeal Hearing

Hello (b) (6), (b) (7)(C)

This is your confirmation email for your appeal meeting with the Appeals Panel. We have scheduled your appeal hearing. Please see info below and confirm that you will be attending. If we do not hear from you in the next 48 hours or you do not attend the hearing, we will assume you are no longer interested in proceeding with your appeal and your termination will be upheld.

Please arrive at least 15mins before your scheduled time, if you arrive late, your appeal will not be rescheduled.

Date: 06/22/17

Time: 1:00pm

Check in: Main Security

Bring: Photo Identification

Clothing: Please wear appropriate footwear (no sandals, open toed shoes or high heels)

Thank you,

Appeals Team



**Lignowski, Michael E.**

---

**From:** ont6-appeals <ont6-appeals@amazon.com>  
**Sent:** Thursday, June 22, 2017 6:06 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** ONT6 Appeal Decision



June 22, 2017

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C), 2017, you were terminated for Performance (QUALITY). You made Amazon aware of your intention to appeal the termination through the Amazon Appeals Process by meeting with the Appeals Panel at the ONT6 facility.

Your appeal hearing was scheduled for June 22, 2017 at 1:00pm, due to your no call/ no show, the decision is to **uphold** the termination. While we appreciate your wish to appeal, all processes were followed properly and consistently in this case. This is a final and binding decision.

We wish you the best in your future endeavors.

Thank you,  
Appeals team



**Lignowski, Michael E.**

---

**From:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>  
**Sent:** Thursday, June 22, 2017 6:00 PM  
**To:** ont6-appeals  
**Cc:** ont6-hr@amazon.com  
**Subject:** Re: ONT6 Appeal Hearing

Dear Ont6 Appeals,

I'm replying to the information you have sent via email, time-stamped 7:06 PM Pacific Time on Tuesday, June 20th. I am confirming that I will attend my appeals hearing. The current time is 2:57 PM Pacific Time. That fulfills my obligation to respond within the 48 hours required.

(b) (6), (b) (7)(C)  
(Former Login: (b) (6), (b) (7)(C))

-----  
On Tue, 6/20/17, ont6-appeals <[ont6-appeals@amazon.com](mailto:ont6-appeals@amazon.com)> wrote:

Subject: ONT6 Appeal Hearing  
To: (b) (6), (b) (7)(C) " (b) (6), (b) (7)(C) >  
Date: Tuesday, June 20, 2017, 7:06 PM

Hello (b) (6), (b) (7)(C)

This is your confirmation email  
for your appeal meeting with the Appeals Panel.  
We have scheduled your appeal hearing. Please see  
info below and confirm that you will be attending. If we do  
not hear from you in the next  
48 hours or you do not attend the hearing, we will  
assume you are no longer interested in proceeding with your  
appeal and your termination will be  
upheld.

Please arrive at least  
15mins before your scheduled time, if you arrive  
late, your appeal  
will not be rescheduled.

Date: 06/22/17



Time: 1:00pm  
Check  
in: Main Security

Bring: Photo  
Identification

Clothing: Please wear  
appropriate footwear (no sandals, open toed shoes or high  
heels)

Thank you,  
Appeals Team



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

## FIRST AMENDED CHARGE AGAINST EMPLOYER

## INSTRUCTIONS:

## DO NOT WRITE IN THIS SPACE

Case

Date Filed

21-CA-202791

09-05-2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer AMAZON.COM		b. Tel. No. (866) 216-1072
		c. Cell No.
d. Address (street, city, state ZIP code) 24208 San Michele Rd, Moreno Valley, CA 92551-9561	e. Employer Representative Unknown	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State)
i. Type of Establishment (factory, nursing home, hotel) Warehouse	j. Principal Product or Service Retail	k. Number of workers at dispute location 3000

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) was terminated for receiving a sixth written documentation for quality errors within one year. Per Amazon.com policy, this sixth disciplinary action was grounds for termination. It is (b) (6), (b) (7)(C) contention that Amazon.com's data collection system is flawed. (b) (6), (b) (7)(C) allegation is that Amazon.com Management and Human Resource Department are aware of the flaws in the system, whereas workers can receive errors that were not their fault. Despite this knowledge, Amazon.com continues to discipline and terminate workers who receive these errors. Other allegations of employer malpractice include inaccurate data collections systems that measure productivity (rate system) and "Time off Task." Amazon.com Management was aware of (b) (6), (b) (7)(C) union activity for 3 months prior to (b) (6) termination.

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

## 4a. Address (street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

## 4b. Tel. No.

## 4c. Cell No.

(b) (6), (b) (7)(C)

## 4d. Fax No.

## 4e. e-Mail

(b) (6), (b) (7)(C)

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

## Tel. No.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

## Office, if any, Cell No.

(b) (6), (b) (7)(C)

(signature or representative or person making charge)

## Print Name and Title

## Fax No.

Address: (b) (6), (b) (7)(C)

Date:

8/30/17

## e-Mail

(b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

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UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 21  
888 S Figueroa St Fl 9  
Los Angeles, CA 90017-5449

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (213)894-5200  
Fax: (213)894-2778

September 29, 2017

(b) (6), (b) (7)(C)

Re: AMAZON.COM  
Case 21-CA-202791

Dear (b) (6), (b) (7)(C)

We have carefully investigated and considered your charge that AMAZON.COM has violated the National Labor Relations Act.

**Decision to Dismiss:** Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge alleges that the Employer discharged you in retaliation for your union activities. The investigation revealed evidence of Employer knowledge of your union activities. However, the investigation failed to reveal any evidence of Employer animus or hostility toward your union activities, or that your union activities were a factor in your discharge. In this regard, you received at least three written warnings for quality errors prior to potential Employer knowledge of your union activities. The investigation revealed that the Employer followed its progressive discipline policy when it discharged you after your sixth written warning in a rolling twelve-month period, and it appears that other employees have also been discharged for the same reasons. Finally, the investigation revealed no evidence that alleged flaws in the Employer's data collection systems are related to any union or protected concerted activities.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at [www.nlr.gov](http://www.nlr.gov) and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at [www.nlr.gov](http://www.nlr.gov). You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel** at the **National Labor Relations**



**Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001.** Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

**Appeal Due Date:** The appeal is due on **October 13, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than October 12, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before October 13, 2017**. The request may be filed electronically through the *E-File Documents* link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after October 13, 2017, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/WILLIAM B. COWEN  
Regional Director

Enclosure



cc: MICHAEL E. LIGNOWSKI, ATTORNEY AT LAW  
JOSEPH C. RAGAGLIA, ATTORNEY AT LAW  
MORGAN LEWIS & BOCKIUS LLP  
1701 MARKET STREET  
PHILADELPHIA, PA 19103

AMAZON.COM  
24208 SAN MICHELE ROAD  
MORENO VALLEY, CA 92551-9561

WBC/fb



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
1015 Half Street SE  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

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Case Name(s).

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Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

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*(Signature)*



Amazon.com

Case 21-CA-202791

Additional information to support Unfair Labor Practice charge

On September 25, 2017, Former ONT6 (b) (6), (b) (7)(C) at Moreno Valley, (b) (6), (b) (7)(C) informed me that Area Managers are instructed by Operations Management to trust the system despite the known flaws. (b) (6), (b) (7)(C) was instructed by management to keep this information confidential. (b) (6), (b) (7)(C) was explicitly directed to withhold this information from Tier 1 Associates at ONT6.

Tier 1 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) informed me that (b) (6) was witness to such an occasion. (b) (6) was with an (b) (6), (b) (7)(C) who admitted that management is encouraged not to follow up on researching quality errors.

This information is evidence that not only does management admit the data collection system is flawed, but they actually have no interest in correcting any mistakes that could result in disciplinary action or termination of workers.





UNITED STATES GOVERNMENT  
**NATIONAL LABOR RELATIONS BOARD**  
OFFICE OF THE GENERAL COUNSEL  
Washington, DC 20570

November 6, 2017

(b) (6), (b) (7)(C)

Re: Amazon.Com  
Case 21-CA-202791

Dear (b) (6), (b) (7)(C)

Your appeal from the Regional Director's refusal to issue complaint has been carefully considered. The appeal is denied substantially for the reasons in the Regional Director's letter of September 29, 2017.

You allege that the Employer retaliated against you for your union organizing activity. However, an employer does not violate the Act by discharging an employee who has engaged in conduct that provides a lawful, independent reason for discharge, even if the employer knows of the employee's union or concerted activities. *See Berland Paint City, Inc.*, 199 NLRB 927 (1972); *see also Shen Lincoln-Mercury Mitsubishi, Inc.*, 321 NLRB 586, 600-01, (1996); *Golden Nugget, Inc.*, 215 NLRB 50 (1974). In this connection, although you have an extensive history of union organizing activity and the Employer was aware of this activity, the evidence failed to establish a causal connection between your union activities and your discharge. Rather, the evidence established that the Employer advanced legitimate business reasons. Furthermore, your appeal offered hearsay evidence regarding the allegedly flawed data collection systems being used by the Employer. This additional information does not change the fact that the investigation revealed insufficient evidence of the Employer's animus or hostility towards you union activities. Accordingly, further proceedings herein were deemed unwarranted.

Sincerely,

Jennifer A. Abruzzo  
Acting General Counsel

A handwritten signature in black ink, reading "Mark E. Arbesfeld".

By: \_\_\_\_\_  
Mark E. Arbesfeld, Acting Director  
Office of Appeals



cc: WILLIAM B. COWEN  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS  
BOARD  
888 S FIGUEROA ST FL 9  
LOS ANGELES, CA 90017-5449  
  
MICHAEL E. LIGNOWSKI, ESQ.  
MORGAN LEWIS & BOCKIUS LLP  
1701 MARKET ST  
PHILADELPHIA, PA 19103

JOSEPH C. RAGAGLIA, ESQ.  
MORGAN, LEWIS & BOCKIUS LLP  
1701 MARKET ST  
PHILADELPHIA, PA 19103

AMAZON.COM  
24208 SAN MICHELE RD  
MORENO VALLEY, CA 92551-9561

kf



INTERNET  
FORM NLRB-601  
(2-09)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3612

## DO NOT WRITE IN THIS SPACE

Case  
**21-CA-204815**Date Filed  
**08-21-2017**

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Amazon .com	b. Tel. No. 866.216.1072
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 24208 San Michele Road Moreno Valley, CA 92551	e. Employer Representative Unknown
	g. e-Mail
	h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Warehouse	j. Identify principal product or service Retail
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  Please see attached summary	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)	
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No.
	4c. Cell No. (b) (6), (b) (7)(C)
	4d. Fax No.
	4e. e-Mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (Print type name and title or office, if any)	
Tel. No. (b) (6), (b) (7)(C)	
Office, if any, Cell No. (b) (6), (b) (7)(C)	
Fax No.	
e-Mail (b) (6), (b) (7)(C)	
Address (b) (6), (b) (7)(C) 8.17.17 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

## PRIVACY ACT STATEMENT

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## Summary of (b) (6), (b) (7)(C) Unfair Labor Practice Charge

On June 16<sup>th</sup>, (b) (6), (b) (7)(C) was called into Human Resources to participate in a "Connections Call." A "Connections Call" is a live phone call with what Amazon calls its Connections team. These call participants are allegedly selected anonymously and the comments kept confidential. The purpose of the interview is for random workers to give feedback to the Connections team about employment at Amazon. (b) (6), (b) (7)(C) participated in (b) (6), (b) (7)(C) private conference call with (b) (6), (b) (7)(C) manager, (b) (6), (b) (7)(C) in the next room (b) (6), (b) (7)(C) claims (b) (6), (b) (7)(C) was able to see (b) (6), (b) (7)(C) through the window of the private office and could very likely hear the conversation as the offices are not sound proof. (b) (6), (b) (7)(C) contends (b) (6), (b) (7)(C) answered (b) (6), (b) (7)(C) interview questions honestly which included being critical of (b) (6), (b) (7)(C) manager. Three days later on June 19<sup>th</sup>, (b) (6), (b) (7)(C) was working (b) (6), (b) (7)(C) shift in Vendor Returns alone. The work usually requires multiple people in order for each worker to complete the assignments without the accumulation of excessive "Time off Task." On this day, (b) (6), (b) (7)(C) was accused of having 4 hours of TOT according to Osorio. On (b) (6), (b) (7)(C), 2017, (b) (6), (b) (7)(C) was terminated. It is (b) (6), (b) (7)(C) claim that (b) (6), (b) (7)(C) was wrongfully terminated due to retaliation because of comments from (b) (6), (b) (7)(C) "Connections Call." (b) (6), (b) (7)(C) also claims that (b) (6), (b) (7)(C) was a victim of bias. (b) (6), (b) (7)(C) asserts that other workers in (b) (6), (b) (7)(C) department have accumulated equal or higher TOT and were excused. Another worker was said to have accumulated 5 hours of TOT and (b) (6), (b) (7)(C) exempted the employee from disciplinary action. As a result of the type of termination, (b) (6), (b) (7)(C) does not qualify for unemployment insurance.





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 21  
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Telephone: (213)894-5200  
Fax: (213)894-2778

September 19, 2017

MS. NICOLE A. BUFFALANO, ATTORNEY AT LAW  
MORGAN LEWIS & BOCKIUS, LLP  
300 SOUTH GRAND AVENUE, SUITE 2200  
LOS ANGELES, CA 90071-3132

MR. JOSEPH C. RAGAGLIA, ATTORNEY AT LAW  
MORGAN, LEWIS & BOCKIUS LLP  
1701 MARKET STREET  
PHILADELPHIA, PA 19103

Re: AMAZON.COM  
Case 21-CA-204815

Dear Ms. Buffalano, Mr. Ragaglia:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

/s/NATHAN M. SEIDMAN  
Acting Regional Director

cc: (b) (6), (b) (7)(C)

AMAZON.COM  
24208 SAN MICHELE ROAD  
MORENO VALLEY, CA 92551-9561

NMS/mr



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case  
21-CA-231732Date Filed  
11-27-2018

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Golden State, LLC -- DBA Amazon		b. Telephone No. unknown
		c. Certificate No. unknown
		f. Fax No. none
		g. e-mail
d. Address (Street, city, state, and ZIP code) 24208 San Michele Rd Moreno Valley, CA 92551	e. Employer Representative Paul Barron	h. Number of workers employed 3,500 (approximate)
i. Type of Establishment (factory, mine, wholesaler, etc.) Warehouse	j. Identify principal product or service Warehouse	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (2) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

I was unlawfully discharged from Amazon for engaging in pro-union activity and attempting to organize workers in the Amazon warehouse (ONT 6) in Moreno Valley. Specifically, I was discharged for "insubordination" for saying that we, the workers, needed a union to protect us from them, management.

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

## 4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

## 4b. Telephone No.

(b) (6), (b) (7)(C)

## 4c. Certificate No.

(b) (6), (b) (7)(C)

## 4d. Fax No.

None

## 4e. e-mail

(b) (6), (b) (7)(C)

## 5. Full name of national or international labor organization of which this is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

S/

(signature of representative or person making charge)

(Print/type name and title or office, if any)

## Title No.

(b) (6), (b) (7)(C)

## Office, if any, Certificate No.

(b) (6), (b) (7)(C)

## Fax No.

none

## e-mail

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

Date

11/29/2018

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

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# Morgan Lewis

**Nicole Buffalano**

Partner

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nicole.buffalano@morganlewis.com

January 14, 2019

## VIA ELECTRONIC FILING AND ELECTRONIC MAIL

Alvaro Medina

Board Agent

National Labor Relations Board, Region 21

312 North Spring Street, Suite 10150

Los Angeles, CA 90012

[alvaro.medina@nrlb.gov](mailto:alvaro.medina@nrlb.gov)

Re: Golden State, LLC dba Amazon, Case No. 21-CA-231732

Dear Mr. Medina:

Amazon (“Amazon” or the “Company”) provides this statement of position in response to the above-referenced charge filed by (b) (6), (b) (7)(C) (“Charging Party” or “(b) (6), (b) (7)(C)”).<sup>1</sup> The Company understands the Charging Party to allege that the Company violated Section 8(a)(1) of the National Labor Relations Act (the “Act”) in late May 2018 by creating the impression that an employee’s protected activities were under surveillance and by directing an employee to refrain from engaging in protected activities.<sup>2</sup> The Company further understands the Charging Party to allege that the Company violated Section 8(a)(1) and (3) of the Act on June 4 by terminating (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) alleged union and/or protected concerted activities. These allegations are without even arguable merit. The Region should dismiss the charges.

First, the allegations that the Company created the impression of surveillance and directed an employee to refrain from engaging in protected activities are not encompassed by the charge filed in this matter on November 27, do not sufficiently relate back to the allegations in the initial charge, and are now time-barred. Moreover, the alleged unlawful conversation occurred on February 22 and not in late May as alleged by the Charging Party. As a result, even if the Region concluded that the Charging Party’s 8(a)(1) allegations related back to the initial charge – which they do not – the allegations would be time-barred nonetheless. Assuming, *arguendo*, that these allegations are not time-barred, at no time did the Company give employees the impression that their union or protected activities were under surveillance or prohibit any employee from engaging in protected activities. Rather, on February 22, (b) (6), (b) (7)(C) complained to (b) (6), (b) (7)(C).

<sup>1</sup> The employing entity at ONT6 is Golden State FC LLC.

<sup>2</sup> All dates here are 2018 unless otherwise noted.

**Morgan, Lewis & Bockius LLP**

300 South Grand Avenue

Twenty-Second Floor

Los Angeles, CA 90071-3132

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+1.213.612.2501



(b) (6), (b) (7)(C), the (b) (6), (b) (7)(C), that a supervisor had interrupted (b) (6), (b) (7)(C) pro-union speech in front of other employees and threatened (b) (6), (b) (7)(C) with reprisals. (b) (6), (b) (7)(C) merely provided (b) (6), (b) (7)(C) with assurances that (b) (6), (b) (7)(C) could continue to make pro-union speeches. (b) (6), (b) (7)(C) mentioned that (b) (6), (b) (7)(C) could, however, be subject to disciplinary action if (b) (6), (b) (7)(C) otherwise engaged in misconduct. Certainly informing an employee that (b) (6), (b) (7)(C) was permitted to engage in union activity, but that (b) (6), (b) (7)(C) was still subject to Amazon's policies, does not violate Section 8(a)(1) of the Act.

Second, Amazon properly terminated (b) (6), (b) (7)(C) employment pursuant to the Company's work rules for breach of security measures and insubordination, and for dishonesty during the ensuing investigation into (b) (6), (b) (7)(C) alleged breach of security policy. Regarding the former, on (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) admittedly tailgated another vehicle to gain entry into a restricted parking lot after being specifically instructed by security personnel near the gate that (b) (6), (b) (7)(C) was not permitted to enter the parking lot. (b) (6), (b) (7)(C) not only intentionally bypassed security measures designed to ensure the safety of the Company's employees, (b) (6), (b) (7)(C) deliberately ignored the security supervisor's directive to not drive through the security gate with an unauthorized passenger. Regarding (b) (6), (b) (7)(C) dishonesty during the Company's investigation into the (b) (6), (b) (7)(C) incident, (b) (6), (b) (7)(C) falsely claimed in a signed witness statement that security had granted (b) (6), (b) (7)(C) permission to drive through the security gates on that day, contrary to both (b) (6), (b) (7)(C) own statement to security personnel following the incident and the statements of two security personnel who were present during the incident.

Notably, there is no dispute that (b) (6), (b) (7)(C) engaged in the misconduct described herein and that (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) conduct was wrong. (b) (6), (b) (7)(C) discharge is consistent with the Company's treatment of other employees who have similarly breached the Company's security policies, and who have directly contravened orders from security personnel. There is simply nothing to support the Charging Party's allegations that the Company discriminated against (b) (6), (b) (7)(C) or that (b) (6), (b) (7)(C) termination is in any way connected to (b) (6), (b) (7)(C) alleged protected concerted and/or union activities. The charge should, therefore, be dismissed.

## I. BACKGROUND FACTS

### A. Overview of Company Operations

Amazon operates websites that sell various products including books, consumer electronics, beauty products, apparel, food, and household goods. Amazon packages and ships assorted products from warehouses called Fulfillment Centers located throughout the United States. Amazon operates numerous fulfillment centers in North America, including one in Moreno Valley, California, referred to internally as "ONT6."

On (b) (6), (b) (7)(C), Amazon hired (b) (6), (b) (7)(C) as a picker at ONT6. As a picker, (b) (6), (b) (7)(C) was responsible for locating items in the warehouse to complete online customer orders and preparing those orders for delivery.

### B. Conversations Between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) Ethics Line Complaints.

The Company understands the alleged unlawful conversation between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to be related to an incident that took place on February 22. On that day, (b) (6), (b) (7)(C), the Area Manager, observed (b) (6), (b) (7)(C) yelling at a group of employees prior to the start of their



shift about how Amazon was treating employees like a number on a spreadsheet. Some of the other employees shouted back at (b) (6), (b) (7)(C) telling (b) (6), (b) (7)(C) “if you don’t like it leave” and “stop with your rhetoric.” (b) (6), (b) (7)(C) continued to shout and began walking closer towards the group of hecklers. (b) (6), (b) (7)(C) believing that a physical altercation was imminent, intervened. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) to stop yelling, to step aside, and to speak privately with (b) (6), (b) (7)(C) did as instructed and the situation deescalated.

That same morning, (b) (6), (b) (7)(C) reported the incident on the Ethics Line. As (b) (6) was doing so, (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) and flagged (b) (6), (b) (7)(C) down, informing (b) (6), (b) (7)(C) that (b) (6) was on the phone with Ethics to report an incident. (b) (6), (b) (7)(C) asked if (b) (6), (b) (7)(C) felt comfortable speaking with (b) (6), (b) (7)(C) after the call was over, and (b) (6), (b) (7)(C) agreed to do so. A few minutes later, (b) (6), (b) (7)(C) arrived at (b) (6), (b) (7)(C) office and said that (b) (6), (b) (7)(C) had interrupted (b) (6), (b) (7)(C) while making a pro-union speech earlier that day. (b) (6), (b) (7)(C) added that (b) (6), (b) (7)(C) threatened (b) (6), (b) (7)(C) with a write-up or termination. In response, (b) (6), (b) (7)(C) assured (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was allowed to continue making union speeches as (b) (6), (b) (7)(C) had done in the past. (b) (6), (b) (7)(C) added that Amazon’s policies were applicable, and that (b) (6), (b) (7)(C) could be considered for disciplinary action if (b) (6), (b) (7)(C) engaged in misconduct.

The Company took (b) (6), (b) (7)(C) February 22 Ethics Line complaint very seriously and conducted an investigation to determine if (b) (6), (b) (7)(C) claim had merit. The Company interviewed several witnesses, none of whom substantiated (b) (6), (b) (7)(C) contention. Ultimately, the Company concluded that (b) (6), (b) (7)(C) February 22 ethics complaint was unsubstantiated.<sup>3</sup>

### C. The Company’s Relevant Security Policies and Standards of Conduct Policies.

Amazon has a number of security measures and policies designed to ensure the safety of its workforce, to minimize risks to property damage, and to reduce the risk of theft. One of the ways Amazon accomplishes these goals is by monitoring and limiting access to the facility, including access to its parking lot.

To that end, ONT6 has a security gate located at the main entrance which leads to a parking lot. The gate is manned 24/7 by security guards who are stationed at a nearby guard post. During shift change hours, the security gates are left open so that employees can enter and exit the parking lot freely, without security guard interaction. This is because ONT6 has approximately 500 employees who may need to enter the facility to report to work for each shift. Requiring employees to stop at the guard gate and show identification during shift change, then, would cause unnecessary and significant delays. Morning shift change hours are from 6:30 a.m. – 7:45 a.m. Night shift change hours are from 5:30 p.m. – 7:00 p.m.

During non-shift change hours, however, security of the facility trumps the efficient inflow of employees to the fulfillment center. As a result, during all non-shift changes time of the day, the gates are closed, and the security guards restrict on-site access to only those individuals who are active employees of the Company. See Exhibit 1 at ¶¶ 2, 5, and 6. Such employees must either show a company identification, called a “blue badge,” or present some form of identification to

<sup>3</sup> (b) (6), (b) (7)(C) lodged another complaint on the Company’s Ethics Line on May 12, this time alleging that on May 9, (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could no longer make calls to the Ethics Line during work hours. The Company investigated and determined that no such conversation ever took place on May 9. In fact, the most recent conversation where (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) discussed complaints to Ethics was on February 22 as detailed above.



show they are active employees in order to be granted access to the parking lot behind the gate. In order to accommodate individuals who are picked up and dropped off by non-employees, Amazon has a designated location outside of the gate where Amazon employees can be dropped off and can walk about two minutes to reach the main entrance of ONT6.

Amazon maintains a “NAFC Security Standards of Conduct” policy which states that (b) (4)

” This policy sets forth three categories of security infractions, with Category One security infractions being the most severe, and Category Three being the least severe. Category One security infractions are defined as (b) (4)

and states that such infractions (b) (4) (emphasis added). An example of a Category One security infraction is listed in Section 4.1 as (b) (4)

” See Exhibit 2.

In addition, the Owner’s Manual and Guide to Employment (the “Manual”)<sup>4</sup> contains a policy titled “Physical Security” which reinforces the security policy, stating that (b) (4)

See Exhibit 3.

The Manual also contains a policy titled, “Standards of Conduct” which highlights the type of general misconduct and provides for levels of discipline depending on the severity of the misconduct. Misconduct is classified into two categories, with Category One being work conduct infractions “(b) (4)” and for which termination of employment may result following one offense.” See Exhibit 4. Category One infractions include:

(b) (4)

(b) (6), (b) (7)(C) received copy of the Manual upon hire, and (b) (6) electronically acknowledged receipt of the same. See Exhibit 5.

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<sup>4</sup> The Manual summarizes Amazon’s basic personnel policies and practices. It is given to all employees upon hire and accessible to all employees on the Company’s intranet.



**D. The Charging Party's History of Security Violations and Hostility Toward Security Personnel, Culminating in a Final Written Warning Just a Month Before Termination for Violating Security Policy and Insubordination.**

The Charging Party has a demonstrated history of hostility toward security personnel and has violated security policies and procedures on several occasions over the (b) (6), (b) (7)(C) months before (b) (6) was terminated. On each occasion, (b) (6) was reminded that further violations of security policy would result in further corrective action.

Specifically, on October 21, 2017, (b) (6), (b) (7)(C) set off the metal detector on (b) (6) way out of the production floor, and so (b) (6) was directed to a secondary screening so that a security officer could further inspect (b) (6), (b) (7)(C) with a "wand" metal detector. As a result, (b) (6), (b) (7)(C) became agitated and told the security guard to "get your fucking supervisor." (b) (6), (b) (7)(C) continued to exhibit hostile conduct during the secondary screening. As a result, (b) (6), (b) (7)(C) received a Final Written Warning on (b) (6), (b) (7)(C) 2017. See Exhibit 6.

On January 6, 2018 (b) (6), (b) (7)(C) violated security policy by taking (b) (6) cell phone onto the production floor without authorization. As a result, (b) (6), (b) (7)(C) received a Documented Coaching on (b) (6), (b) (7)(C). See Exhibit 7. (b) (6), (b) (7)(C) was informed in the Documented Coaching that further policy violations would "result in additional corrective action, up to and including termination."

On April 7, 2018, (b) (6), (b) (7)(C) violated the same security policy by *again* taking (b) (6) cell phone onto the production floor without authorization. Accordingly, (b) (6), (b) (7)(C) was issued a First Written Warning on (b) (6), (b) (7)(C). See Exhibit 8. At this time, (b) (6), (b) (7)(C) was informed that further policy violations would result in "corrective action, up to and including termination."

On April 14, 2018, (b) (6), (b) (7)(C) bypassed a security screening checkpoint on (b) (6) way out of the production floor. When security realized this, a security guard stopped (b) (6), (b) (7)(C) and directed (b) (6), (b) (7)(C) to go back to primary screening in order to show any personal items for inspection and walk through a metal detector. (b) (6), (b) (7)(C) refused to go through the primary screening, raising (b) (6), (b) (7)(C) voice in an aggressive manner. When the security guard asked (b) (6), (b) (7)(C) to provide (b) (6), (b) (7)(C) employee credentials, (b) (6), (b) (7)(C) refused. Instead, (b) (6), (b) (7)(C) bypassed security entirely. (b) (6), (b) (7)(C) walked to the locker room area, where (b) (6), (b) (7)(C) placed an unidentified USB drive into (b) (6), (b) (7)(C) personal locker before walking away. (b) (6), (b) (7)(C) conduct in this regard was very serious – not only did (b) (6), (b) (7)(C) bypass a screening in violation of Amazon policy, but (b) (6), (b) (7)(C) had ignored several directives of the security personnel to show any personal items for inspection and walk through a metal detector and further refused to provide (b) (6), (b) (7)(C) employee credentials. Despite the severity of (b) (6), (b) (7)(C) misconduct, the Company did not terminate (b) (6), (b) (7)(C) employment. Instead, (b) (6), (b) (7)(C) was issued a Final Written Warning on (b) (6), (b) (7)(C). The Final Warning specifically informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) conduct was not acceptable and any future misconduct of a similar nature would result in (b) (6), (b) (7)(C) termination. See Exhibit 9.



**E. (b) (6), (b) (7)(C) Violates Amazon's Standards of Conduct and Security Standards of Conduct Policies.**

On May 18, 2018, at approximately 8:30 a.m., (b) (6), (b) (7)(C) stopped at a guard post on (b) (6), (b) (7)(C) way into the facility parking lot. (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C), a non-employee of the Company, in the car. (b) (6), (b) (7)(C) intended to drop (b) (6), (b) (7)(C) off at the front door of ONT6 and have (b) (6), (b) (7)(C) drive (b) (6), (b) (7)(C) car out of the parking lot. Per policy, at the guard post, (b) (6), (b) (7)(C) (“(b) (6), (b) (7)(C)”) asked to see the blue badges of both of the car’s occupants. (b) (6), (b) (7)(C) presented (b) (6), (b) (7)(C) blue badge, but (b) (6), (b) (7)(C) did not, as (b) (6), (b) (7)(C) is not a Company employee. (b) (6), (b) (7)(C) explained that because (b) (6), (b) (7)(C) wife was not a Company employee, the vehicle could not pass through the security gate. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) wife was dropping (b) (6), (b) (7)(C) off for work, and that (b) (6), (b) (7)(C) wanted to go through the parking lot to be dropped off closer to the main entrance. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) could be dropped off at the Company’s designated drop off location *outside* of the gate, but that (b) (6), (b) (7)(C) could not pass the security gate. Upon being denied entry, (b) (6), (b) (7)(C) became incensed and demanded to speak with (b) (6), (b) (7)(C) supervisor. Moments later, a supervisor came onto the scene, and (b) (6), (b) (7)(C) insisted that they be allowed to pass through the gate, claiming that they had been allowed to do so in the past. The security supervisor again explained the policy to (b) (6), (b) (7)(C) and refused to allow (b) (6), (b) (7)(C) access to the parking lot. During the conversation, security personnel opened the gate to allow the vehicle behind (b) (6), (b) (7)(C) to pass through the gate. (b) (6), (b) (7)(C) waited for that vehicle to pass (b) (6), (b) (7)(C) and then tailgated the vehicle. (b) (6), (b) (7)(C) drove through the gate before the gate closed. In doing so, (b) (6), (b) (7)(C) ignored the security supervisor’s directive to not drive through the gate and breached security protocol.

Later that same morning, (b) (6), (b) (7)(C) unprompted, went to speak with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) about the incident. (b) (6), (b) (7)(C) complained that security had tried to stop (b) (6), (b) (7)(C) from entering the parking lot earlier that day and referring to security as the “SS, Nazi security guards of Loss Prevention.” (b) (6), (b) (7)(C) explained that security was correct and that the Company’s policy restricted access to the parking lot during non-shift change hours to Amazon employees only. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) whether (b) (6), (b) (7)(C) had complied with the security guard’s directive. (b) (6), (b) (7)(C) admitted that (b) (6), (b) (7)(C) did not. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) had tailgated another vehicle and drove past the gate before the security guards could close it. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) would follow up on the matter.

Later that same day, (b) (6), (b) (7)(C) filed a complaint through the Company’s Ethics Line. Facility security also reported the situation by filing an incident report of the security breach, claiming that (b) (6), (b) (7)(C) ignored directions to use the designated drop off location and instead drove past security into the parking lot area.

**F. The Company Conducts a Thorough Investigation into the May 18 Incident and Determined that (b) (6), (b) (7)(C) Termination Was Warranted.**

The Company conducted a thorough investigation into the May 18 incident to determine whether (b) (6), (b) (7)(C) or site security engaged in behaviors deemed an infraction of Amazon’s Standards of Conduct and Security Standards of Conduct. During its investigation, Amazon collected and reviewed surveillance footage of the May 18 incident and witness statements from both security guards (*see* Exhibit 10) and from (b) (6), (b) (7)(C) (*see* Exhibit 11), interviewed (b) (6), (b) (7)(C) and reviewed applicable Amazon policies.



With respect to (b) (6), (b) (7)(C) written statement, on May 23, (b) (6), (b) (7)(C) was asked to submit a written statement about the incident. (b) (6), (b) (7)(C) submitted (b) (6), (b) (7)(C) statement that same day. In it, (b) (6), (b) (7)(C) explicitly stated that “[a] loss prevention supervisor came out + waived [sic] us through the gate.” (b) (6), (b) (7)(C) repeated this false statement in (b) (6), (b) (7)(C) investigatory interview with (b) (6), (b) (7)(C) on May 23.

Based on a thorough review of the evidence, Amazon concluded that (b) (6), (b) (7)(C) had violated Amazon’s Standards of Conduct and Security Standards of Conduct policies by tailgating a vehicle to gain access to the parking lot despite being denied entry by site security for having an unauthorized passenger and then by being dishonest during the investigation. Both the video surveillance and the statements of the security officers contradicted (b) (6), (b) (7)(C) assertions with respect to the facts. In fact, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) admitted to (b) (6), (b) (7)(C) just hours after the incident that (b) (6), (b) (7)(C) had bypassed security by tailgating another car into the parking lot at the same time that a security supervisor was explaining to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was *not* permitted to enter.

Because (b) (6), (b) (7)(C) had previously been issued a final written warning just a month before for similarly ignoring the directives of security personnel and because (b) (6), (b) (7)(C) had engaged in two “Category One” offenses under the Standards of Conduct policy, either of which could result in termination on a first offense, the Company decided to terminate (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) misconduct.

Amazon issued (b) (6), (b) (7)(C) a Behavioral Termination notice on (b) (6), (b) (7)(C) which terminated (b) (6), (b) (7)(C) employment. See Exhibit 12.<sup>5</sup> (b) (6), (b) (7)(C) was issued an involuntary separation letter on (b) (6), (b) (7)(C). See Exhibit 13.

#### **G. The Company Has Consistently Terminated Employees Who Engaged in Similar Misconduct.**

The Company has consistently terminated employees at ONT6 who have bypassed security control, as shown in the examples below:<sup>6</sup>

- (b) (6), (b) (7)(C), an associate, was terminated on (b) (6), (b) (7)(C), 2018 for bypassing the security line at the entrance of ONT6.
- (b) (6), (b) (7)(C), an associate, was terminated for refusing to go through a secondary inspection despite a security officer’s directive, after setting off the walk-through metal detector during a primary screening.
- (b) (6), (b) (7)(C), an associate was terminated for refusing to go through a secondary inspection despite a security officer’s directive, after setting off the walk-through metal detector during a primary screening.

<sup>5</sup> The Behavioral Termination notice references a Documented Coaching dated (b) (6), (b) (7)(C) and a First Written Warning dated (b) (6), (b) (7)(C). This reflects the dates the incidents were recorded in the Company’s electronic database and does not reflect the dates of the underlying misconduct. (b) (6), (b) (7)(C) received a Documented Coaching on (b) (6), (b) (7)(C) (see Exhibit 7) and a First Written Warning on (b) (6), (b) (7)(C) (see Exhibit 8).

<sup>6</sup> The Company is in the process of compiling comparator documents and will file copies with the Region as soon as possible.



- (b) (6), (b) (7)(C), an associate, was terminated for refusing to complete the security screening process despite the security officer's directive that (b) (6), (b) (7)(C) do so.
- (b) (6), (b) (7)(C), an associate, was terminated for refusing to complete the security screening process despite the security officer's directive that (b) (6), (b) (7)(C) do so.
- (b) (6), (b) (7)(C), an associate, was terminated for refusing to go through a secondary inspection despite a security officer's directive, after setting off the walk-through metal detector during a primary screening.
- (b) (6), (b) (7)(C), an associate, was terminated after completely bypassing a primary screening and exiting the facility.

## II. ARGUMENT

### A. The Company Did Not Create the Impression that Employees' Union or Protected Activities were Under Surveillance or Direct Any Employee to Refrain from Such Activities.

The Charging Party's allegations that the Company violated Section 8(a)(1) of the Act by creating an impression of surveillance and by making a coercive statement to an employee are both procedurally and substantive deficient.

First, the instant charge alleges only that Amazon terminated the Charging Party's employment because (b) (6) engaged in protected concerted and union activities and does *not* allege either of the 8(a)(1) statements included in the Region's December 17 request for evidence letter. The Region should not investigate, much less find merit to, such allegations as they have not been alleged by the Charging Party.

Second, the allegations are time-barred under Section 10(b) of the Act because the Charging Party asserts they relate to a purported conversation in late May, yet the allegations are not contained in any charge filed to date. To be timely, the allegations needed to be filed in a charge by late November. The Charging Party has failed to do so.

Third, assuming the allegations were somehow encompassed by the instant charge, which they are not, the allegations would nonetheless be time-barred because the alleged conduct actually refers to a conversation that occurred on February 22. In order to be timely, these allegations had to be filed and served by August 22 (at the latest), yet the instant charge was not filed until November 27 – nine months after the alleged conduct took place.

Fourth, even if the Charging Party were to subsequently raise these allegations in a new or amended charge, the allegations would still be time-barred because they do not relate back to the timely filed charge. The Board's "relation back" doctrine, described in *Redd-I, Inc.*, 290 NLRB 1115 (1988), requires that for an allegation to relate back to a timely-filed charge, the allegations have to involve the same legal theories. Here, the legal theories of the untimely Section 8(a)(1) statements are entirely different than that of the timely filed 8(a)(3) allegation. There is no question that the legal analysis for an 8(a)(1) statement and an 8(a)(3) discharge are entirely different, involving different Sections of the Act, different legal theories, and entirely different



defenses. *See, e.g., WGE Federal Credit Union*, 346 NLRB 982, 983 (2006) (8(a)(3) allegation that employer discriminatorily discharged one employee not same legal theory as untimely allegation that employer made 8(a)(1) threat against two other employees); *KFMB Stations*, 343 NLRB 748, 748-49 (2004) (8(a)(1) allegation that the employer solicited employees to resign from the union was not the same legal theory as the Section 8(a)(3) allegations that the employer discharged the charging party). As a result, the untimely Section 8(a)(1) allegations simply cannot relate back to the timely filed discharge allegation.

Finally, (b) (6), (b) (7)(C) did not at any point in time direct (b) (6), (b) (7)(C) to refrain from engaging in protected concerted activities or otherwise create an impression of surveillance. Although (b) (6), (b) (7)(C) referenced in (b) (6), (b) (7)(C) May 12 Ethics Complaint that (b) (6), (b) (7)(C) had such a conversation with (b) (6), (b) (7)(C) on May 9, no conversation took place on that date as confirmed by the Company's investigation into the complaint. The most recent date where (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) discussed (b) (6), (b) (7)(C) call to the Ethics Line was on February 22. And contrary to (b) (6), (b) (7)(C) assertions, (b) (6), (b) (7)(C) did not prohibit (b) (6), (b) (7)(C) from making pro-union speeches or otherwise addressing (b) (6), (b) (7)(C) co-workers during pre-shift times. Rather, it was (b) (6), (b) (7)(C) who waved down (b) (6), (b) (7)(C) and asked to speak with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) Ethics Complaint. And while in (b) (6), (b) (7)(C) office, (b) (6), (b) (7)(C) did not prohibit (b) (6), (b) (7)(C) from making Ethics Complaints or from engaging in any kind of protected concerted activity. In fact, (b) (6), (b) (7)(C) assured (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could continue to make union speeches prior to the start of (b) (6), (b) (7)(C) shift as (b) (6), (b) (7)(C) had done in the past. Nothing that (b) (6), (b) (7)(C) stated on February 22 or otherwise would reasonably cause (b) (6), (b) (7)(C) to believe that (b) (6), (b) (7)(C) protected concerted activities were being surveilled or that (b) (6), (b) (7)(C) was not allowed to engage in protected conduct.

Accordingly, these allegations have no merit and should be dismissed, absent withdrawal.

**B. (b) (6), (b) (7)(C) Protected Concerted Activity and Union Activity Had No Connection with (b) (6), (b) (7)(C) Termination from Employment.**

The Region should dismiss the Charging Party's allegation that the Company violated Section 8(a)(1) and (3) of the Act by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) alleged protected concerted activities and/or union activities. (b) (6), (b) (7)(C) termination from employment is not attributable to any protected conduct for the reasons set forth below.

To provide a *prima facie* case of unlawful discrimination, there must, at a minimum, be protected activity, knowledge of that activity by the employer, and employer animus or hostility toward that activity. *See Mesker Door, Inc.*, 357 NLRB 591, 592 (2011); *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enfd* 662 F.2d 899 (1st Cir. 1981). Additionally, a violation necessarily depends on a causal connection between employee protected activities and an adverse employment action. *See P.W. Supermarkets*, 269 NLRB 839, 840 (1984). If the General Counsel is able to meet these evidentiary burdens, the employer may still defend the charge "[by] asserting a legitimate reason for its decision and showing by a preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation." *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003). The Charging Party cannot show unlawful discrimination because, in fact, none has occurred.

There is absolutely nothing to support the Charging Party's allegation that the Company discriminated against (b) (6), (b) (7)(C) based on protected conduct. (b) (6), (b) (7)(C) admits that (b) (6), (b) (7)(C) had



openly and notoriously engaged in protected concerted and/or union activity at work since early 2017 by encouraging employees to engage in protected concerted activities, by writing weekly pro-union messages on a Company message board, and by regularly wearing (b) (6), (b) (7)(C) union shirt. Of course, the fact that (b) (6), (b) (7)(C) openly engaged in all of this conduct did not immunize (b) (6), (b) (7)(C) from discipline for refusing to comply with workplace policies. Moreover, the fact that (b) (6), (b) (7)(C) had openly engaged in (b) (6), (b) (7)(C) activities, all without prior issue from the Company, undercuts any argument that Amazon terminated (b) (6), (b) (7)(C) employment because of such activity. On the contrary, it demonstrates that the Company did not harbor any animus towards these activities.

Moreover, this is not a case where an employer seized on an opportunity to terminate an employee who engaged in union or protected concerted activity. On the contrary, instead of acting hastily to terminate (b) (6), (b) (7)(C) the Company took the time to carefully conduct a thorough investigation. To that end, the Company reviewed surveillance footage, reviewed witness statements from involved parties including (b) (6), (b) (7)(C) and reviewed applicable policies before deciding that (b) (6), (b) (7)(C) termination was warranted. While (b) (6), (b) (7)(C) actions suggests that (b) (6), (b) (7)(C) was willing to test the limits of Amazon's tolerance, Amazon's response is not the conduct of a company biding its time for the opportunity to rid itself of a particular employee. These are the actions of a company that gave careful consideration to a particular incident and to the discipline issued to other employees for similar conduct before it issues discipline to its employees. Moreover, the fact that the Charging Party had regularly engaged in such misconduct over a long period of time and that the Company had not terminated (b) (6), (b) (7)(C) employment – as it surely could have done – undermines (b) (6), (b) (7)(C) claims of discrimination. For the Charging Party to insinuate that (b) (6), (b) (7)(C) termination is anything other than a legitimate enforcement of Company policy is baseless.

**C. (b) (6), (b) (7)(C) Misconduct – And Nothing Else – Led to (b) (6), (b) (7)(C) Termination from Employment.**

Contrary to the Charging Party's assertions, (b) (6), (b) (7)(C) termination was quite simply the result of (b) (6), (b) (7)(C) own egregious misconduct. (b) (6), (b) (7)(C) was terminated for deliberately bypassing security control, engaging in insubordination, and lying to the Company during the investigation of the May 18 incident.

**1. (b) (6), (b) (7)(C) Drove Past a Security Gate Despite Security Personnel Directing (b) (6), (b) (7)(C) Not to Do So, and Then Providing False Information During a Company Investigation.**

There is no question that (b) (6), (b) (7)(C) intentionally bypassed the Company's security measures by tailgating a vehicle to gain entry into a gated parking lot despite being denied entry by security. This is confirmed by the surveillance footage, by the witness statements of the security guards, and was also eventually acknowledged by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) during the investigation. And in doing so, (b) (6), (b) (7)(C) engaged in insubordination because (b) (6), (b) (7)(C) deliberately ignored a security guard's directive to not drive (b) (6), (b) (7)(C) vehicle beyond the gate with an unauthorized passenger. In addition, the investigation into the May 18 security breach revealed that (b) (6), (b) (7)(C) provided blatantly false information in (b) (6), (b) (7)(C) signed witness statement as (b) (6), (b) (7)(C) acknowledged.



2. (b) (6), (b) (7)(C) Misconduct Violated the Company's Standards of Conduct Policy and Security Standards of Conduct Policy.

(b) (6), (b) (7)(C) termination is attributable to the fact that (b) (6), (b) (7)(C) above-referenced egregious misconduct resulted in several Category One violations of the Company's Standards of Conduct Policy and Security Standards of Conduct Policy – violations for which the Company specifically reserves the right to administer corrective action up to and including immediate termination. By tailgating behind a vehicle to gain entry into a security-restricted parking lot before the gates could close, (b) (6), (b) (7)(C) committed a Category One security infraction under Section 4.1 of the Security Standards of Conduct Policy which prohibits “[b]ypassing or disabling a defined security control.” (b) (6), (b) (7)(C) acted in direct contravention of security personnel's orders which prohibited (b) (6), (b) (7)(C) from driving (b) (6), (b) (7)(C) vehicle through the gate with an unauthorized passenger. This misconduct separately violated the Company's Standards of Conduct policy, which lists “[i]nsubordination or intentional disregard of instructions” as Category One infraction.<sup>7</sup> Lastly, (b) (6), (b) (7)(C) lied during the Company investigation by falsely claiming in (b) (6), (b) (7)(C) witness statement that security had granted (b) (6), (b) (7)(C) permission to drive (b) (6), (b) (7)(C) vehicle through the gate. This constitutes a “[f]ailure to fully cooperate with company investigations” and is prohibited as a Category One infraction under the Company's Standards of Conduct policy. All of these egregious rule violations, as cited in (b) (6), (b) (7)(C) Behavioral Termination notice, led to (b) (6), (b) (7)(C) termination.

Moreover, the Charging Party falsely asserts that, in its response to unemployment benefits claim with the Employment Development Department (EDD), the Company cited (b) (6), (b) (7)(C) Union activities as a reason for (b) (6), (b) (7)(C) termination. This is completely false, as the attached EDD documents show that (b) (6), (b) (7)(C) was terminated for violating the Company's security policies, insubordination, and failure to cooperation with a company investigation. See Exhibit 14.<sup>8</sup>

3. (b) (6), (b) (7)(C) Repeated Misconduct and Particularly (b) (6), (b) (7)(C) Behavioral Final Written Warning Warranted Termination Under the Company's Policies.

Although typically, the Company administers either a final written warning or a termination for similar Category One violations, (b) (6), (b) (7)(C) had engaged in serial breaches of Company policies for which (b) (6), (b) (7)(C) had been warned. In 2018 alone, (b) (6), (b) (7)(C) breached the same security policies three times prior to (b) (6), (b) (7)(C) termination from employment and was disciplined appropriately, and in an escalating fashion, in each instance. Through these numerous prior disciplines, (b) (6), (b) (7)(C) was clearly aware that (b) (6), (b) (7)(C) was expected to abide by the Company's security measures, including the requirement that employees follow the directives of security officers who are tasked with ensuring the safety of employees and of the premises.

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<sup>7</sup> The Board has routinely upheld terminations on the basis of insubordination. See, e.g., *Smithfield Foods, Inc.*, 347 NLRB 1225, 1231 (2006) (the employer carried its *Wright Line* burden in part by showing that the discharged employee had engaged in insubordination by leaving her shift early in the face of express management directives that she remain); *Consolidated Biscuit Co.*, 346 NLRB 1175, 1177 (2006) (termination lawful in part because employee engaged in a failure to comply with a supervisor's order concerning a safety issue); *Dana Corporation*, 318 NLRB 312, 3017 (1995) (termination lawful where employee was insubordinate in disobeying a manager's direct order to turn off and remove take recorder during a meeting).

<sup>8</sup> This exhibit contains all the documents the Company filed with the EDD regarding (b) (6), (b) (7)(C) unemployment benefits claim. Please note that the Company's June 22 response letter erroneously indicates that (b) (6), (b) (7)(C) had no prior warnings. This incorrect statement was simply a reporting error between Amazon's Unemployment Team in India and Equifax, the third party company that handles the Company's unemployment claims.



The fact that (b) (6), (b) (7)(C) bypassed the security gates on May 18 after having received a Behavioral Final Written on (b) (6), (b) (7)(C) for engaging in practically the same kind of misconduct shows that (b) (6), (b) (7)(C) was simply disregarding the Company's security policies whenever (b) (6), (b) (7)(C) chose. By continuing to engage in this same misconduct even after receiving the Behavioral Written Warning only a few weeks earlier, (b) (6), (b) (7)(C) left the Company with no meaningful choice but to terminate (b) (6), (b) (7)(C) employment based on the May 18 incident. *See, e.g., Summitville Tile, Inc.*, 245 NLRB 111 (1979) (stating "[c]ertainly misconduct which would justify a discharge, absent any protected activity will also justify a discharge despite protected activity" and finding the employer had not violated the Act by discharging employees for their misconduct). Quite simply, the Company cannot be expected to continue to employ an individual who demonstrates a propensity for willfully disregarding security protocol whenever (b) (6), (b) (7)(C) chooses.

4. In Terminating (b) (6), (b) (7)(C) the Company Treated (b) (6), (b) (7)(C) Similarly to Other Employees Who Engaged in Similar Misconduct.

The Charging Party was in no way singled out or treated disparately, as the Company consistently disciplines other employees who fail breach security protocol often times in direct contravention of orders from a security guard. The Board regularly relies on evidence of similar treatment and/or the lack of evidence of disparate treatment as a basis for finding that a challenged employer action would have been taken even in the absence of protected activities. *St. Clair Memorial Hospital*, 309 NLRB 738, 743 (1992) (noting the General Counsel's failure to disprove disparate treatment in finding that employer met the *Wright Line* burden upon proof that the employer treated employees alike).

The Charging Party's claim to have been singled out is belied by the actual record of how the Company has treated others who engaged in similar misconduct. The Company has provided examples of how, in 2017 and 2018 alone, it terminated the employment of seven associates at ONT6 who breached the Company's Security Standards of Conduct policy. These past terminations of similarly situated employees clearly show that the Company would have terminated (b) (6), (b) (7)(C) even in absence of (b) (6), (b) (7)(C) protected concerted and/or union activities. Moreover, (b) (6), (b) (7)(C) engaged in more egregious misconduct than any of the seven comparators because none of them were terminated for lying during a Company investigation – something that (b) (6), (b) (7)(C) did in addition to bypassing security and being insubordinate. As such, (b) (6), (b) (7)(C) claim that (b) (6), (b) (7)(C) was treated more harshly than others is, to put it charitably, frivolous.<sup>9</sup>

As for the Charging Party's claim that (b) (6), (b) (7)(C) was treated disparately because the Company has not terminated (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C)) for refusing to submit to primary screenings, such an argument is inaccurate and misplaced. The Company is unaware of any situation where (b) (6), (b) (7)(C) has refused to submit to primary screenings. And even if it did, it would not show disparate treatment because (b) (6), (b) (7)(C) was not terminated for a first offense. Lastly, (b) (6), (b) (7)(C) is known to have engaged in protected concerted activity and union activity at ONT6

<sup>9</sup> Additionally, the fact that (b) (6), (b) (7)(C) had actually received two Final Written Warnings (on (b) (6), (b) (7)(C), 2017 and (b) (6), (b) (7)(C)) instead of one shows that (b) (6), (b) (7)(C) was given an additional opportunity to remain employed and improve (b) (6), (b) (7)(C) behavior beyond the normal progressive disciplinary process. This leniency afforded to (b) (6), (b) (7)(C) with respect to progressive discipline further undercuts the Charging Party's baseless contention that (b) (6), (b) (7)(C) was treated more harshly and similarly undercuts (b) (6), (b) (7)(C) claim that the Company harbored animus towards (b) (6), (b) (7)(C) protected concerted and/or union activities.



for quite some time, so the fact that the Company has not terminated (b) (6), (b) (7)(C) undercuts the Charging Party's argument that the Company's alleged disparate treatment shows that it harbors animus towards protected conduct.

Based on the foregoing, the Charging Party's allegations that (b) (6) termination violated Section 8(a)(1) and (3) of the Act is without merit and should be dismissed, absent withdrawal.

### **III. CONCLUSION**

For all the foregoing reasons, the instant charge should be dismissed in its entirety, absent withdrawal. Please let us know if you have any questions or need additional information.

Respectfully submitted,

/s/ Nicole Buffalano

Nicole Buffalano



# EXHIBIT 1

Exhibit 1, which consists of Advance Security protocols followed by the Employer, is exempt from disclosure under the FOIA Exemption 4.



# EXHIBIT 2

Exhibit 2, which consists of the Amazon NAFCF Security Standards of Conduct, is exempt from disclosure under the FOIA Exemption 4.



# EXHIBIT 3

Exhibit 3, which consists of two pages of the Amazon Owner's Manual and Guide to Employment, is exempt from disclosure under the FOIA Exemption 4.



# EXHIBIT 4

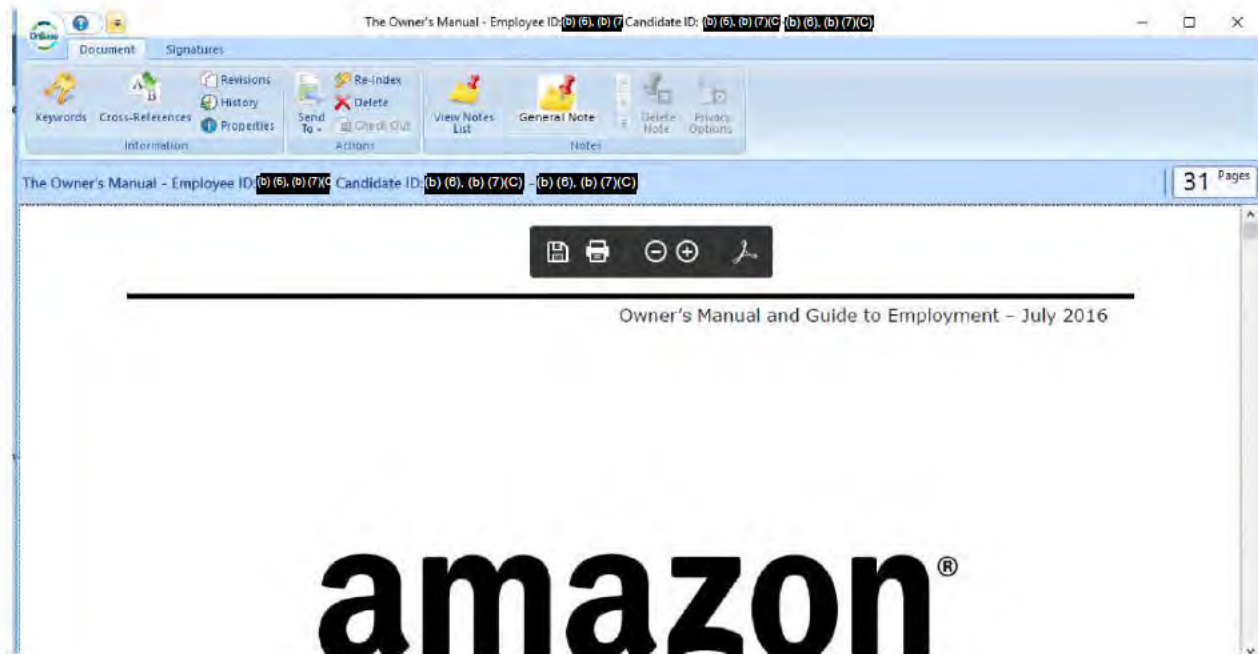
Exhibit 4, which consists of four pages of the Amazon Owner's Manual and Guide to Employment, is exempt from disclosure under the FOIA Exemption 4.



# EXHIBIT 5

Exhibit 5, which consists of four pages of the Employer's Policies and Procedures Acknowledgment Form, is exempt from disclosure under the FOIA Exemption 4.





All HR Core Documents							
Icon	Document Type	Employee ID	Candidate ID	Last Name	First Name	Document Status	Hire Start Date
	Amazon Security Awareness Acknowledgement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Approved Time Off Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Attendance Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Authorization for Release of Medical Information	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Badge Use Agreement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	California Workers' Compensation Form	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Code of Business Conduct and FAQs	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Computer Use Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Confidentiality Agreement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Drug and Alcohol Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Drug and Alcohol Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Drug and Alcohol Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017
	Drug and Alcohol Policy Acknowledgement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	2017



All HR Core Documents							
Icon	Document Type	Employee ID	Candidate ID	Last Name	First Name	Document Status	Hire Start Date
	Drug and Alcohol Policy Acknowledgement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Employee Information Form	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	I-9	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Insider Trading Guidelines and FAQs	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Meal Period Waiver	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	New Employee Mandatory Certification Form	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Paid Family Leave Information	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017

All HR Core Documents							
Icon	Document Type	Employee ID	Candidate ID	Last Name	First Name	Document Status	Hire Start Date
	Paid Family Leave Information	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Payroll Direct Deposit Form	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Predesignation of Personal Physician	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Sexual Harassment Information	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	State Disability Information	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	State Wage Notification	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Terms of Employment	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2016
	Terms of Employment	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	The Owner's Manual	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	W-4 Tax Information	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Working Hours Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Working Hours Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Working Hours Policy Acknowledgement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Working Hours Policy Acknowledgement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Workplace Harassment & EEO Policy	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017
	Workplace Policies and Procedures Acknowledgement	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Archive	(b) (6), (b) (7)(C) 2017



## EXHIBIT 6



# Supportive Feedback Document Behavioral - Final Written



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C) 2017, 8:01:44 AM



## Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

## Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

## Details of Current Incident/Specific Concerns

Associates are expected to treat each other, contractors, customers and visitors with courtesy and professionalism. Specifically, on (b) (6), (b) (7)(C) 17, when requesting a US Security supervisor to respond to an escalation at secondary screening, you stated, 'get your fucking supervisor' and spoke to others about it being 'fucking ridiculous'. In addition, in your statement, you denied making such statements which was corroborated by multiple witnesses. Abusive, vulgar, or harassing language to a supervisor, fellow associates or vendor is prohibited.

## Areas of Improvement Required by Associate

The Standards of Conduct strive to establish a collaborative, non-hostile work environment. The acts of inappropriate behavior creates a hostile atmosphere and may offend others. You are expected to be in compliance with the Standards of Conduct policy at all times while working in the Fulfillment Center. Continued violation of this policy may result in further corrective action, up to and including termination. Amazon takes the security of its associates extremely serious. Leaving the secondary screening area before security has cleared the source of alarm activation is a violation of Amazon's Security Standard of Conduct. If you have any questions about appropriate behavior and what constitutes a violation, please reach out to your Manager, Security or Human Resources. Future violations may result in corrective action up to and including termination of employment.

## Associate Comments

This action is completely without merit. I did not utter the words as alleged. The only persons who uttered the offensive word complained of were the Security Guard and the Security Supervisor. Both their names are included in my initial complaint against security (of which I have requested a copy, but management has refused and failed to provide one) At best this action is retaliation for my complaint against ONT 6 security and their failure to follow proper procedures re: secondary screening. This violates the consent agreement Amazon reached with the NLRB after an incident in Phoenix. At worst this action is retaliation for my efforts to organize ONT 6, working in conjunction with Teamsters Local 63, which is a violation of Federal Law re: unionization efforts.

Associate Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2017, 8 01:44 AM

Manager Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2017, 8 01:44 AM



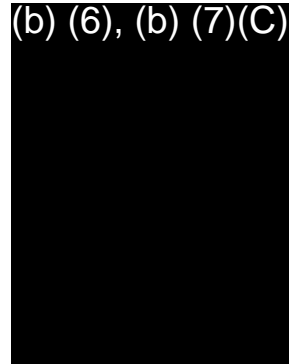
## EXHIBIT 7



# Supportive Feedback Document Behavioral - Documented Coaching



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C), 2018, 8:17:47 AM



## Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

## Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Final Written	1	(b) (6), (b) (7)(C) 2017, 4 37:14 PM

## Details of Current Incident/Specific Concerns

On the day of (b) (6), (b) (7)(C) 2018), you brought a cell phone onto the FC floor which is a violation of Amazon's Cellular Phone and Electronic Devices policy. It was confirmed that you are not authorized to have or use this item on production floor.

## Areas of Improvement Required by Associate

Going forward, you are expected to adhere to the Cell Phone Use Policy and the Personal Electronic Devices policy, which prohibits hourly associates from using or carrying unauthorized cell phones or electronic devices on the FC floor. Cell phones and personal electronics may be used during lunch and breaks in non-working areas such as a designated break room or outside the facility. Further behavioral or policy violations may result in additional corrective action, up to and including termination.

## Associate Comments

Associate Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 8:17:47 AM

Manager Signature Acknowledged by (b) (6), (b) (7)(C) (Badge D: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 8:17:47 AM



## EXHIBIT 8



(b) (6), (b) (7)(C)

## Supportive Feedback Document Behavioral - First Written



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C), 2018, 1:38:15 PM

### Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Documented Coaching	1	(b) (6), (b) (7)(C) 2018, 1 28:20 PM
Final Written	1	(b) (6), (b) (7)(C) 2017, 4:37:14 PM

### Details of Current Incident/Specific Concerns

On (b) (6), (b) (7)(C) you brought a cellphone onto the FC floor which is a violation of Amazon's Cellular Phone and Electronic Devices policy. It was confirmed that you are not authorized to have or use this item on production floor.

### Areas of Improvement Required by Associate

Going forward, you are expected to adhere to the Cell Phone Use Policy and the Personal Electronic Devices policy, which prohibits hourly associates from using or carrying unauthorized cell phones or electronic devices on the FC floor. Cell phones and personal electronics may be used during lunch and breaks in non-working areas such as a break room or outside the facility. Further behavioral or policy violations may result in additional corrective action, up to and including termination.

### Associate Comments

Associate Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 1:38:15 PM

Manager Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 1:38:15 PM



## EXHIBIT 9



## Supportive Feedback Document Behavioral - Final Written



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C), 2018, 3:54:30 PM

(b) (6), (b) (7)(C)

### Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
First Written	1	(b) (6), (b) (7)(C), 2018, 9:47 53 PM
Final Written	1	(b) (6), (b) (7)(C), 2017, 4:37:14 PM
Documented Coaching	1	(b) (6), (b) (7)(C), 2018, 1 28:20 PM

### Details of Current Incident/Specific Concerns

On (b) (6), (b) (7)(C) /18 you failed to submit to primary screening. This action is an infraction of Amazon's Standards of Conduct, Category 1 - Violation of Security Policies, procedures, process or instructions; Security Standards of Conduct, Category 1 - 4.1 Bypassing or disabling a defined security control and, 4.2 Not submitting to primary or secondary screening.

### Areas of Improvement Required by Associate

As detailed above, you have failed to meet Amazon's Standards of Conduct and behavioral expectations. Amazon expects associates to adhere to standard operating procedures with regards to Conduct and Security Screening. Failure to meet these expectations and/or future violations of these guidelines may result in additional discipline, up to and including termination.

### Associate Comments

Associate Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 3:54:30 PM

Manager Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 3:54:30 PM



# EXHIBIT 10



# Individual Statement

(b) (6), (b) (7)(C)

Name: (b) (6), (b) (7)(C)	Login: (b) (6), (b) (7)(C)
Address:	
City/State/Zip:	
Phone:	Alt Phone:

ON (b) (6), (b) (7)(C) 2017 APPROXIMATELY 08:30 HRS (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) CALL ME TO ASSIST (b) (6), (b) (7)(C) WITH AN AMAZON  
ASSOCIATE (b) (6), (b) (7)(C) - ACCORDING TO (b) (6), (b) (7)(C)  
ASSOCIATE REFUSED TO BE DROP OFF AT MAIN  
GATE - WHEN I APPROACHED ASSOCIATE (b) (6), (b) (7)(C) STATED  
THAT (b) (6), (b) (7)(C) WAS DISABLE AND (b) (6), (b) (7)(C) WOULDN'T WALK INTO  
THE BUILDING - I STATED THAT I UNDERSTAND BILT AMAZON  
POLICY - BEFORE I EVEN FINISH MY COMMENT (b) (6), (b) (7)(C)  
SAID "I BEEN DOING THIS FOR OVER A YEAR - ~~THEN~~  
~~IT~~ (b) (6), (b) (7)(C) THEN SAID MY (b) (6), (b) (7)(C) IS GOING TO BE LATE FOR  
WORK - AT THE SAME TIME PASSENGER ~~HE~~ STATED  
I WORKED FOR THE BASE AND WILL BE LEAVING  
AS SOON AS I DROP (b) (6), (b) (7)(C) OFF - ASSOCIATE JUST DROVE &X

I CERTIFY THAT (b) (6), (b) (7)(C) THIS STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE			
Signature (b) (6), (b) (7)(C)	Print (b) (6), (b) (7)(C)	Date (b) (6), (b) (7)(C)	1/8

Receiving Security Officers Name:

Date Received:



ISSUING ORDERS OF NOT DRIVING IN WITH THE PASSENGER



# Individual Statement

Name: (b) (6), (b) (7)(C)	Login: (b) (6), (b) (7)(C)
Address:	
City/State/Zip: (b) (6), (b) (7)(C)	
Phone:	Alt Phone:

At approx. 0834 associate (b) (6), (b) (7)(C) approached the guard shack. Upon approach I noticed a (b) (6), (b) (7)(C) passenger. (b) (6), (b) (7)(C) then flashed (b) (6), (b) (7)(C) badge. I then asked if (b) (6), (b) (7)(C) had one, he replied "No". So then I suggested that (b) (6), (b) (7)(C) can drop (b) (6), (b) (7)(C) off and (b) (6), (b) (7)(C) walk inside. (b) (6), (b) (7)(C) again replied "No" in a irritated manner. I politely advised (b) (6), (b) (7)(C) that anyone without a badge may not enter the premises. "I've been doing this for months and all the other guards let me go through, but you!" in which (b) (6), (b) (7)(C) requested a supervisor. I then proceeded to call supervisor (b) (6), (b) (7)(C). As soon as (b) (6), (b) (7)(C) arrived I began to debrief (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) visibly impatient slowly began to enter as (b) (6), (b) (7)(C) tried to explain policy. (b) (6), (b) (7)(C) then said "well I'm disabled so what's the problem," in which (b) (6), (b) (7)(C) then entered the parking lot ignoring orders.

I CERTIFY THAT THIS STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Signature (b) (6), (b) (7)(C) Print (b) (6), (b) (7)(C) Date (b) (6), (b) (7)(C) / 18

Receiving Security Officers Name:

Date Received:



# EXHIBIT 11



amazon.com.

## Witness Statement Form

Adopted March 2015

NOTE TO ASSOCIATE: Thank you for taking time to complete this Witness Statement Form. The information you provide will help Amazon.com to thoroughly investigate the issue that has been brought to our attention. Please indicate on this form below, in Section II, exactly what you saw, heard, and know about the issue you are providing this statement about.

SECTION I: INFORMATION ABOUT THE PERSON MAKING THIS STATEMENT		
Name: (b) (6), (b) (7)(C)	Department/Position: <u>Finance</u>	
Home Phone: (b) (6), (b) (7)(C)	Work Phone: ( ) ( ) ( )	

SECTION II: WITNESS STATEMENT (Use additional paper or back of form if necessary)
<p>Describe in your own words, what happened and what you observed. Please make sure to cover the following points:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> List of all the issues, concerns and/or complaints.</li><li><input type="checkbox"/> Relevant facts and dates that support the issue. Be as specific as possible and provide examples.</li><li><input type="checkbox"/> Suggestions for obtaining documentation (e.g., memos, e-mails, performance evaluations, etc.) that may include relevant information.</li><li><input type="checkbox"/> Attach copies of any relevant documentation to this form.</li></ul> <p>I HAVE BEEN CARPOOLING WITH MY (b) (6), (b) (7)(C) SINCE I STARTED IN (b) (6), (b) (7)(C) WORKS ON MARCH APR. <del>HAVE</del> (b) (6), (b) (7)(C) ROUTINELY PROPS ME OFF @ THE SEASONAL ENTRANCE. WE HAVE NEVER BEEN STOPPED ENTERING THE PARKING LOT. NOT EVEN WHEN I COME TO WORK LATE, AFTER THE GATES CLOSE. BEGINNING 5/11/18 I STARTED COMING IN 1 HOUR LATE BECAUSE I AM TAKING A BAR REVIEW CLASS. (b) (6), (b) (7)(C) IS THE LOSS PREVENTION THUG @ THE GATE REFUSED TO OPEN THE GATE &amp; ALLOW US IN THE PARKING LOT. WE HAVE <sup>NEVER</sup> BEEN STOPPED BEFORE. (b) (6), (b) (7)(C) IS (b) (6), (b) (7)(C) WITH A SHIRT (b) (6), (b) (7)(C) ON (b) (6), (b) (7)(C) LEFT FOREARM. I ASKED TO SEE (b) (6), (b) (7)(C) SUPERVISOR. ABOUT 6 MINUTES LATER A LOSS PREVENTION SUPERVISOR CAME OUT &amp; WAIVED US THROUGH THE GATE. WE HAVE NOT BEEN STOPPED SINCE (b) (6), (b) (7)(C).</p> <p>(b) (6), (b) (7)(C)</p>

ACKNOWLEDGEMENT
<p>I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that the Company will keep this statement as confidential as is reasonably possible consistent with the need for a full investigation and resolution of this matter. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate or hindering this internal investigation, including the refusal to answer questions, and providing false or purposefully misleading information, may result in the termination of employment.</p> <p>(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 5/23/18</p> <p>Employee Name (Please Print) (b) (6), (b) (7)(C) Date</p>



## EXHIBIT 12



## Supportive Feedback Document Behavioral - Termination



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C) 2018, 5:47:37 PM



### Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

### Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
First Written	1	(b) (6), (b) (7)(C) 2018, 9:47 53 PM
Documented Coaching	1	(b) (6), (b) (7)(C) 2018, 1 28:20 PM
Final Written	2	(b) (6), (b) (7)(C) 2018, 8:09 29 AM

### Details of Current Incident/Specific Concerns

On (b) (6), (b) (7)(C) 8, you engaged in conduct found to be an infraction of the following Amazon policies: Standards of Conduct / Owner's Manual: Category 1: • Insubordination or intentional disregard of instructions • Failure to fully cooperate with company investigations. • Violation of security policies, procedures, processes or instructions. Security Standards of Conduct: Category 1: 4.1: Bypassing or disabling a defined security control.

### Areas of Improvement Required by Associate

In order for Amazon to meet our high customer service standards and in accordance with Amazon.com's Standards of Conduct, it is important that you follow company policies. As detailed above, you have failed to meet this expectation. At this time, based on your violation of Amazon's Standards of Conduct and behavioral expectations, your employment will end effective immediately.

### Associate Comments

Associate Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 5:47:37 PM

Manager Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: (b) (6), (b) (7)(C))

Date (b) (6), (b) (7)(C) 2018, 5:47:37 PM



# EXHIBIT 13





(b) (6), (b) (7)(C) 2018

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) :

This letter confirms that the date of involuntary termination of your employment with Golden State FC LLC is (b) (6), (b) (7)(C) 2018.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



# EXHIBIT 14

Portions of Exhibit 14, which consists of Amazon's Standards of Conduct and its Policies and Procedures Acknowledgment Form, are exempt from disclosure under the FOIA Exemption 4.





TALX UCM SERVICES

June 22, 2018

FAX COVER SHEET

FAX: (916)319-1667

Re: (b) (6), (b) (7)(C)  
Employee Id: (b) (6), (b) (7)(C)

Account: (b) (6), (b) (7)(C)  
Employer: AMAZON.COM.NVDC INC

Bebe:

Please see the document(s) attached to this fax transmission which contains the information you requested.

Q: Who discharged the claimant and when? Please provide the name, title, and date.

A: (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) discharged claimant on (b) (6)/18.

Q: What were the date and details of the final incident?

A: On 07/03/18, claimant was engaged in conduct found to be an infraction of the following Amazon policies: Standards of Conduct / Owner's Manual: Category 1: Insubordination or intentional disregard of instructions Failure to fully cooperate with company investigations. See the attached termination form

Q: Please provide a copy of any warnings the claimant was issued. Please provide the name and date.

A: No prior warnings. Per company policy and due to the severity of the infraction, the first warning on may result in termination.

Q: Please provide a copy of the violated policy and the signed acknowledgment

A: Please see attached policy, and policy acknowledgment, signed electronically (upper left corner).

If you have any questions or problems, please contact SARC at 800-829-

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

ATTACHMENT





## TALX UCM SERVICES

August 21, 2018

CALIFORNIA EDD SOCIAL ADJUDICATION OFFICE 857  
P.O. BOX 19009  
SAN BERNARDINO CA 92423-9009

Re: (b) (6), (b) (7)(C)  
Employee Id: (b) (6), (b) (7)(C)

Account: (b) (6), (b) (7)(C)  
Employer: GOLDEN STATE FC LLC

Dear State Representative:

This is in response to form DE1545, Notice of Wages Used For Unemployment Insurance (UI) Claim with an effective date of May 27, 2018. In view of the following, we request relief of benefit charges and/or a determination on the claimant's eligibility.

First Day: (b) (6), (b) (7)(C) Last Day: (b) (6), (b) (7)(C) /2018  
The claimant was discharged for violation of a reasonable and known policy.

Q: Hourly Rate of Pay?  
A: 12.75

Q: Job Title?  
A: FC I

Q: Full or Part-time?  
A: Full Time

Our records do not reflect a prior ruling. If this has been previously adjudicated, please forward a copy of the ruling to our office.

Be advised, TALX UCM Services Inc is a duly authorized agent empowered to act on behalf of the above employer. The determination, or any related correspondence, should be mailed to: P.O. Box 283, St. Louis, MO 66-0283.

For additional information, please contact our State Agency Center (800) 29-1510 or e-mail to SARC@equifax.com or me at (b) (6), (b) (7)(C) or you can reach me via email at (b) (6), (b) (7)(C) @equifax or fax (800) 983-3303.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

P, MM



# Morgan Lewis

**Nicole Buffalano**

Partner

+1.213.612.7443

nicole.buffalano@morganlewis.com

January 18, 2019

## VIA ELECTRONIC FILING AND ELECTRONIC MAIL

Alvaro Medina

Board Agent

National Labor Relations Board, Region 21

312 North Spring Street, Suite 10150

Los Angeles, CA 90012

[alvaro.medina@nrlrb.gov](mailto:alvaro.medina@nrlrb.gov)

Re: Golden State, LLC dba Amazon, Case No. 21-CA-231732

Dear Mr. Medina:

This letter and attached exhibits supplement Amazon's ("Amazon's" or the "Company's") position statement dated January 14, 2019. As referenced in the Company's initial position statement, the Company has consistently terminated employees at ONT6 who have bypassed security control. The Company specifically referenced seven employees who were fired for this reason and stated that supporting documents were forthcoming. See January 14, 2019 position statement at 7, n.6. The Company now submits those supporting termination documents.<sup>1</sup>

- (b) (6), (b) (7)(C), an associate, was terminated on (b) (6), (b) (7)(C), 2018 for bypassing the security line at the entrance of ONT6. See Exhibit 15.
- (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), associates, were terminated for refusing to go through a secondary inspection despite a security officer's directive, after setting off the walk-through metal detector during a primary screening. See Exhibits 16<sup>2</sup> and 17.

<sup>1</sup> These documents have been redacted to exclude confidential employee and other irrelevant information, as well as communications protected by the attorney-client privilege.

<sup>2</sup> (b) (6), (b) (7)(C) and four of the other employees discussed herein were not issued Behavioral Termination Notices describing their terminations. These forms are not uniformly used by the Company. For (b) (6), (b) (7)(C) and the four other employees who did not receive a Behavioral Termination Notice, the Company is attaching (1) internal email correspondence showing the reasons for the terminations and (2) termination letters showing that the employees were, in fact, terminated from employment. Please also note that in (b) (6), (b) (7)(C) case – and in the case of several of the other employees discussed herein – the delay between the misconduct (in (b) (6), (b) (7)(C) case, (b) (6), (b) (7)(C) 2018) and the termination (in (b) (6), (b) (7)(C) case, (b) (6), (b) (7)(C), 2018) was a result of the Company's investigation.

**Morgan, Lewis & Bockius LLP**

300 South Grand Avenue

Twenty-Second Floor

Los Angeles, CA 90071-3132

United States

+1.213.612.2500

+1.213.612.2501



- (b) (6), (b) (7)(C), an associate, was terminated on (b) (6), (b) (7)(C) 2017 for refusing to complete the security screening process despite the security officer's directive that (b) (6), (b) (7)(C) do so. *See* Exhibit 18.
- (b) (6), (b) (7)(C), an associate, was terminated on (b) (6), (b) (7)(C), 2017 for refusing to complete the security screening process. *See* Exhibit 19.
- (b) (6), (b) (7)(C), an associate, was terminated on (b) (6), (b) (7)(C) 2017 for failing to go through a secondary inspection after setting off the walk-through metal detector during a primary screening. *See* Exhibit 20.
- (b) (6), (b) (7)(C), an associate, was terminated on (b) (6), (b) (7)(C), 2017 after completely bypassing a primary screening and exiting the facility. *See* Exhibit 21.

As the above exhibits show, the Company has consistently terminated other employees who breached security protocol in contravention of orders from a security guard. There is no evidence that any of these other employees had engaged in protected, concerted activity. Accordingly, the Charging Party's allegations that (b) (6), (b) (7)(C) termination from employment violated Section 8(a)(1) and (3) of the Act are without merit and should be dismissed, absent withdrawal.

Please let me know if you have any questions or need additional information.

Respectfully submitted,

/s/ Nicole Buffalano

Nicole Buffalano



## **EXHIBIT 15**



## Supportive Feedback Document Behavioral - Termination

amazon.com

Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C) (NA6T1830)  
Created On: (b) (6), (b) (7)(C) 2018, 8:28:59 PM

### Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

### Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Documented Coaching	2	(b) (6), (b) (7)(C) 2018, 9:29:41 AM

### Details of Current Incident/Specific Concerns

Meeting Amazon's conduct, behavior, safety, and security guidelines is a critical component of your job. 4. Category 1 Security Infraction Category 1 Security Infractions are defined as any action or combination of actions that directly exposes the site to immediate risk of severe injury or financial loss. Because of the severe threat these behaviors create, a confirmed Category 1 Security Infraction generally results in corrective action up to and including immediate termination. Examples of a Category 1 Security Infraction include but are not limited to: 4.1 Bypassing or disabling a defined security control such as a card reader or alarm device. (Example: disabling a door latch to allow free access) 4.2 Not submitting to primary or secondary security screening, this includes failing to report to secondary screening when the primary detectors have activated or leaving the secondary screening area before the officer has cleared the source of the alarm activation On (b) (6)/2018, you exhibited the following behavior(s): - Bypassing the security line at FC entrance

### Areas of Improvement Required by Associate

Amazon is committed to providing a safe and secure working environment for all associates, and it is every associate's responsibility to work in a safe and secure responsible manner. Due to your actions as outlined above, termination has been determined.

### Associate Comments

Associate Signature:

Date:

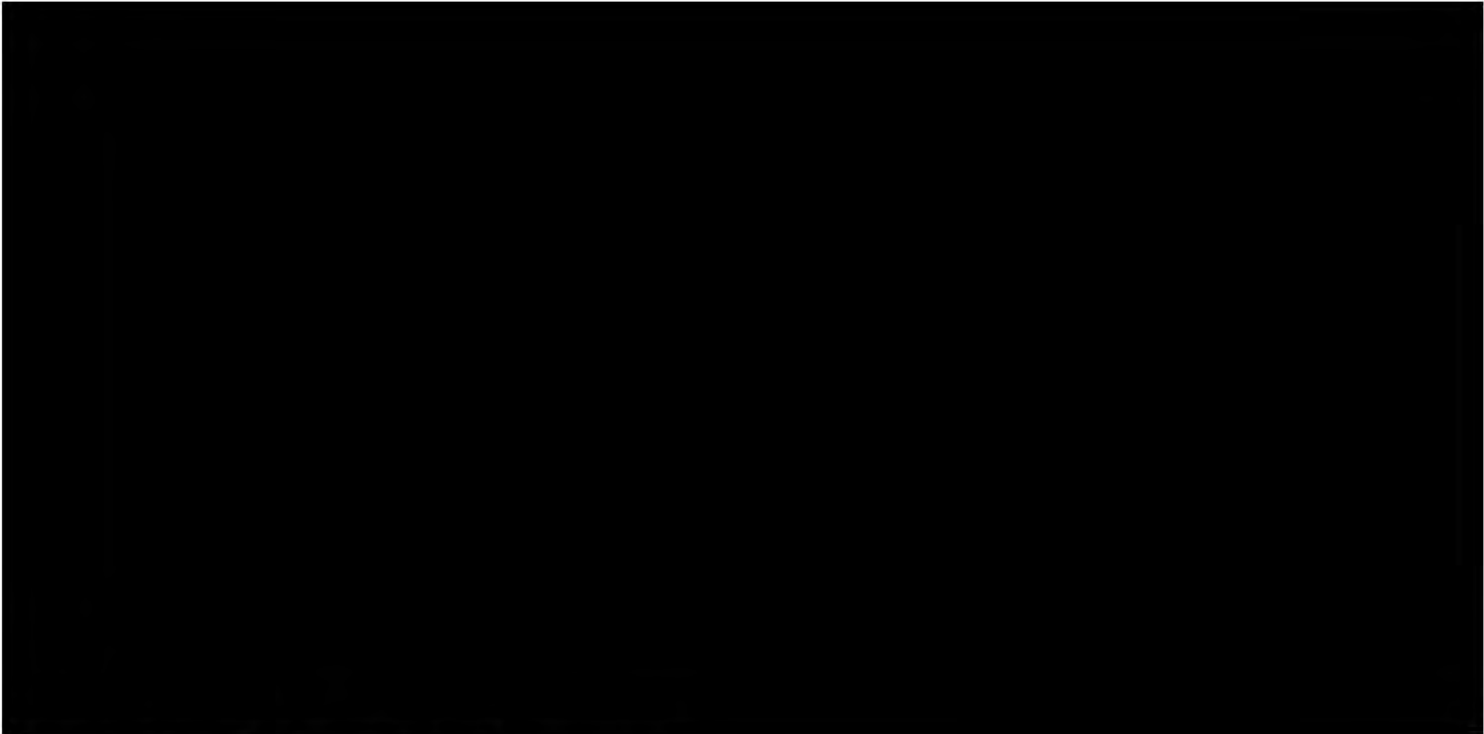
Manager Signature:

Date:



## **EXHIBIT 16**





From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@amazon.com]  
Sent: Wednesday, May 31, 2017 2:07 PM  
To: ont6-hr@amazon.com  
Cc: ont6-lp@amazon.com; ONT6-security@amazon.com  
Subject: FW: Bypassing secondary screening

Good Afternoon HR Team,

The below associates are found to have violated Amazon policy 789 <https://policy.amazon.com/policy/789> by failing to submit to secondary security screening. Please have a conversation with both associates to determine corrective action. In the past, associates have been terminated for violating policy. Thank you.

(b) (4)





▼ (b) (6), (b) (7)(C)



#### Employee Info

**Login** (b) (6), (b) (7)(C)  
**Empl ID** [REDACTED]  
**Badge** [REDACTED]  
**Dept ID** 1200040  
**Location** ONT6 ( 904 )

**Status** Act  
**Agency** --  
**Shift** DA

▼ (b) (6), (b) (7)(C)



#### Employee Info

**Login** (b) (6), (b) (7)(C)  
**Empl ID** [REDACTED]  
**Badge** [REDACTED]  
**Dept ID** 1200030  
**Location** ONT6 ( 904 )

**Status** Active  
**Agency** --  
**Shift** DA5T(

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), ONT6

North American Fulfillment

e: (b) (6), (b) (7)(C)@amazon.com | c: (b) (6), (b) (7)(C)



From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@amazon.com]

Sent: Wednesday, May 31, 2017 1:38 PM

To: ont6-lp@amazon.com; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@amazon.com>

Subject: Bypassing secondary screening

On (b) (6), (b) (7)(C) 2017 at approximately 12:19:22 hours two associates: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) set off the metal detector at seasonal entry. Both associates were going through metal detector number 4 and both were asked by screening officers (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to go to secondary. Associates went to secondary but both officers were busy at the moment. At 12:19:52 hours both associates badged out and left secondary screening without being properly cleared. (b) (6), (b) (7)(C) noticed and quickly called and reported the incident to me. Still shots have been enclosed .

(b) (6), (b) (7)(C)

ONT6 (b) (6), (b) (7)(C)

24208 San Michele Rd.

Moreno Valley CA, 92551

E: (b) (6), (b) (7)(C)@amazon.com t: (b) (6), (b) (7)(C)





(b) (6), (b) (7)(C) /2017

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) (EEID: (b) (6), (b) (7)(C)):

This letter confirms that the date of involuntary termination of your employment with Golden State FC LLC is (b) (6), (b) (7)(C), 2017.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

(b) (6), (b) (7)(C)

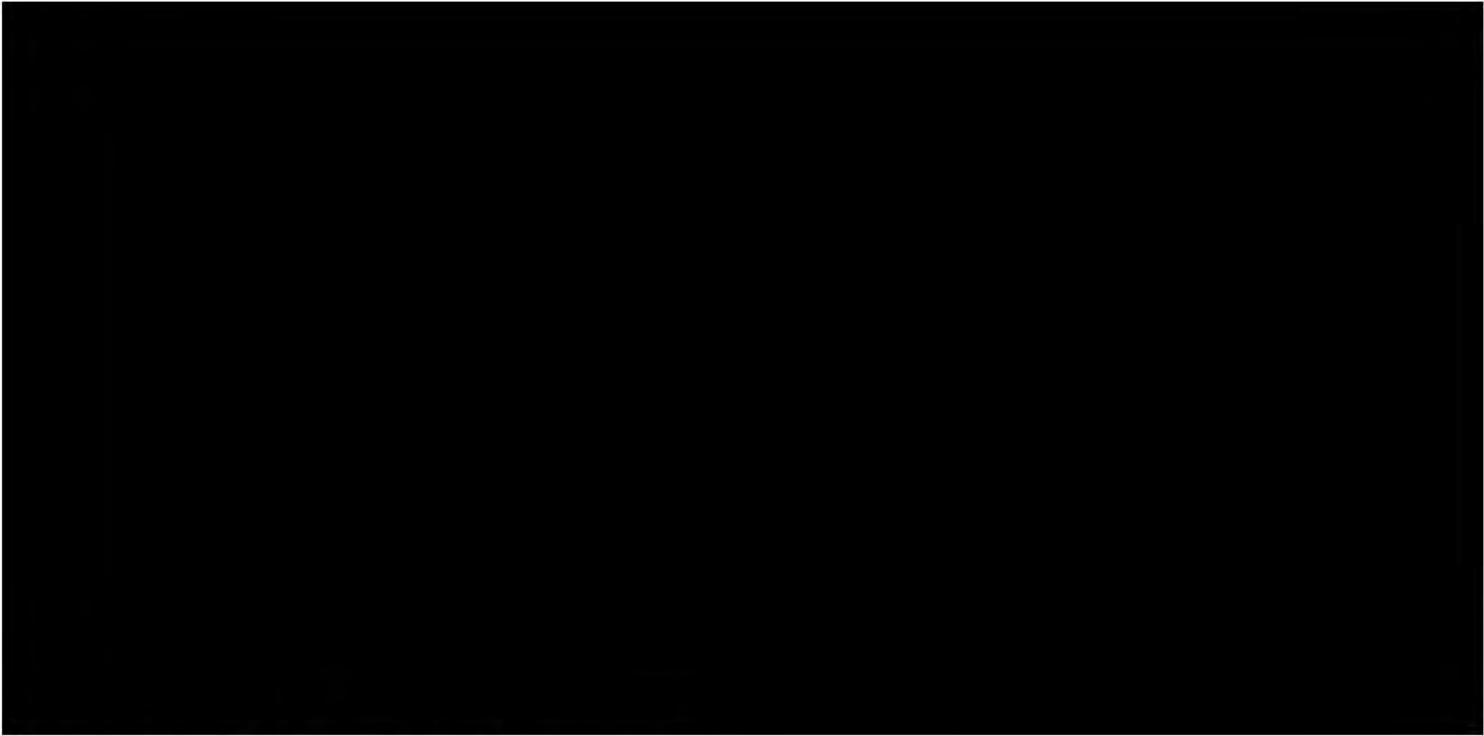
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



## **EXHIBIT 17**





From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@amazon.com]  
Sent: Wednesday, May 31, 2017 2:07 PM  
To: ont6-hr@amazon.com  
Cc: ont6-lp@amazon.com; ONT6-security@amazon.com  
Subject: FW: Bypassing secondary screening

Good Afternoon HR Team,

The below associates are found to have violated Amazon policy 789 <https://policy.amazon.com/policy/789> by failing to submit to secondary security screening. Please have a conversation with both associates to determine corrective action. In the past, associates have been terminated for violating policy. Thank you.

(b) (4)





▼ (b) (6), (b) (7)(C)



#### Employee Info

**Login** (b) (6), (b) (7)(C)  
**Empl ID** [REDACTED]  
**Badge** [REDACTED]  
**Dept ID** 1200040  
**Location** ONT6 ( 904 )

**Status** Act  
**Agency** --  
**Shift** DA

▼ (b) (6), (b) (7)(C)



#### Employee Info

**Login** (b) (6), (b) (7)(C)  
**Empl ID** [REDACTED]  
**Badge** [REDACTED]  
**Dept ID** 1200030  
**Location** ONT6 ( 904 )

**Status** Active  
**Agency** --  
**Shift** DA5T(

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), ONT6

North American Fulfillment

e: (b) (6), (b) (7)(C)@amazon.com | c: (b) (6), (b) (7)(C)



From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@amazon.com]

Sent: Wednesday, May 31, 2017 1:38 PM

To: ont6-lp@amazon.com; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@amazon.com>

Subject: Bypassing secondary screening

On (b) (6), (b) (7)(C) 2017 at approximately 12:19:22 hours two associates: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) set off the metal detector at seasonal entry. Both associates were going through metal detector number 4 and both were asked by screening officers (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to go to secondary. Associates went to secondary but both officers were busy at the moment. At 12:19:52 hours both associates badged out and left secondary screening without being properly cleared. (b) (6), (b) (7)(C) noticed and quickly called and reported the incident to me. Still shots have been enclosed .

(b) (6), (b) (7)(C)

ONT6 (b) (6), (b) (7)(C)

24208 San Michele Rd.

Moreno Valley CA, 92551

E: (b) (6), (b) (7)(C)@amazon.com t: (b) (6), (b) (7)(C)





(b) (6), (b) (7)(C) /2017

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) (EEID: (b) (6), (b) (7)(C)):

This letter confirms that the date of involuntary termination of your employment with Golden State FC LLC is (b) (6), (b) (7)(C), 2017.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



## **EXHIBIT 18**





---

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)] amazon.com]  
**Sent:** Tuesday, July 18, 2017 12:36 PM  
**To:** ont6-hrbp@amazon.com  
**Subject:** FW: CMS Alert

Good Morning HR Team,

It was reported to us this morning that (b) (6), (b) (7)(C) failed to clear screening during the EOS rush this morning @ 0500. I have attached screen shots from the main security area.

Below you can see AA Thomas standing near the Security desk.

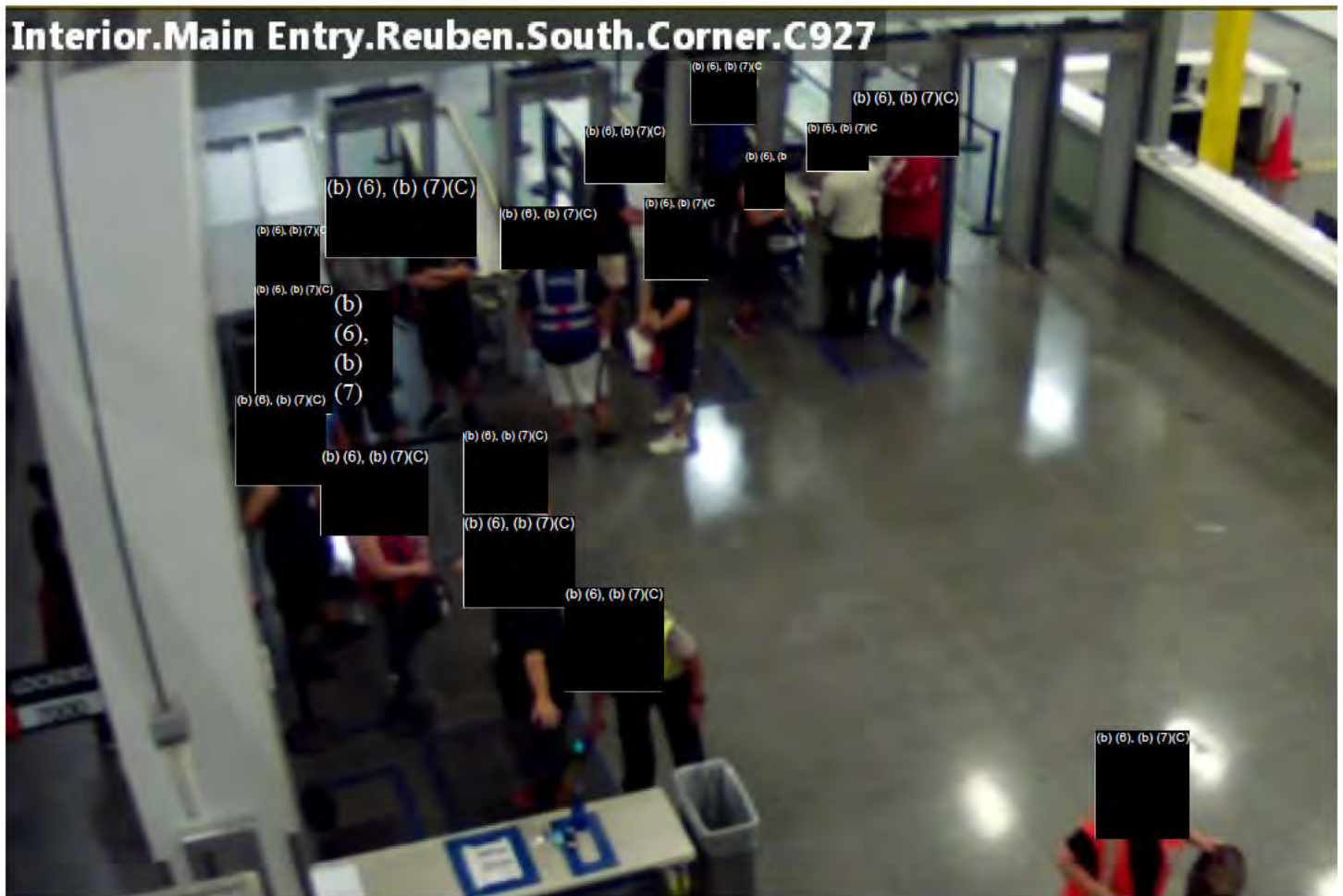


[illegible]

Seconds later, (b) (6), (b) (7)(C) is observed leaving the screening area without filling out an Unregistered Asset for (b) (6), (b) (7)(C) cell phone as the (b) (6), (b) (7)(C) is occupied with the Secondary screening area.

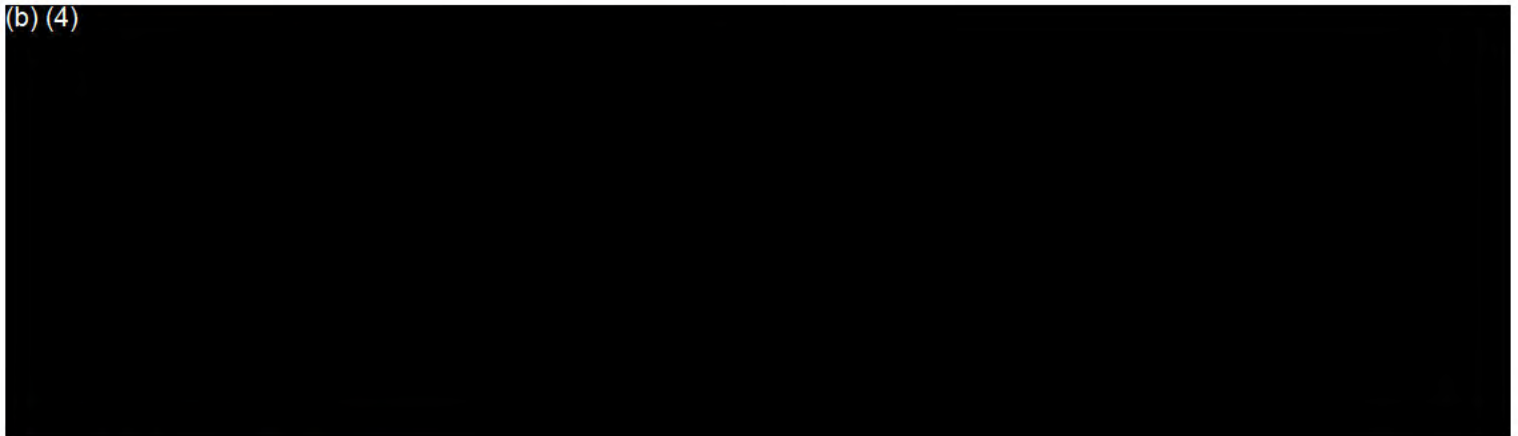


## Interior.Main Entry.Reuben.South.Corner.C927



Associate is found to be in violation of Amazon Policy 789.

(b) (4)



As well as Amazon Policy 6538

(b) (4)



Such cases in the past have resulted in termination. Please appropriate action. Thank you.



(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) ONT6

North American Fulfillment

e: (b) (6), (b) (7)(C)@amazon.com | c: (b) (6), (b) (7)(C)



**From:** lp-cms-noreply@amazon.com [mailto:lp-cms-noreply@amazon.com]

**Sent:** Tuesday, July 18, 2017 5:46 AM

**To:** (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@amazon.com>

**Subject:** CMS Alert

A CMS report for **Misc. Policy or Standard Violation - Failure to Clear Screening** was submitted for **ONT6** by (b) (6), (b) (7)(C) Security):

<https://lossprevention.amazon.com/cms/view/> (b) (6), (b) (7)(C)

**Brief Summary:**

On (b) (6), (b) (7)(C)/2017, during the 0500 rush AA (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)) came to main screening with (b) (6), (b) (7)(C) cell phone. we were extremely busy at screening i told (b) (6), (b) (7)(C) to go wait for me at the desk i would have to fill out a UA. (b) (6), (b) (7)(C) started saying that (b) (6), (b) (7)(C) came from seasonal and didn't have it on the floor. i told (b) (6), (b) (7)(C) it doesn't matter and (b) (6), (b) (7)(C) will need to fill out a UA. (b) (6), (b) (7)(C) refused to wait and left without waiting for me to fill out the UA.





(b) (6), (b) (7)(C) /2017

(b) (6), (b) (7)(C)

Dear Waylette (EEID: [REDACTED]):

This letter confirms that the date of involuntary termination of your employment with Golden State FC LLC is (b) (6), (b) (7)(C) 2017.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



## **EXHIBIT 19**



**From:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>  
**Sent:** Tuesday, July 25, 2017 9:21 AM  
**To:** (b) (6), (b) (7)(C) ont6-hrbp@amazon.com; ont6-lp@amazon.com  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C)  
**Attachments:** AMAZ - 2017 -(b) (6), (b) (7)(C).docx

Hello Team,

Attached is my investigation summary for (b) (6), (b) (7)(C). My recommendation for the associate's employment based on the findings is **termination**. (b) (6), (b) (7)(C) violated Amazon's NAFC Security Standards of Conduct, Category 1 Security Infraction:

(b) (4)

If you have any questions please let me know.

Thank you,

(b) (6), (b) (7)(C)

**HRA|ONT6**

*North American Fulfillment*

(b) (6), (b) (7)(C)@amazon.com



---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Friday, July 21, 2017 5:51 PM  
**To:** (b) (6), (b) (7)(C)@amazon.com>  
**Subject:** (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)



North American Fulfillment ONT-6  
24208 San Michele Rd, Moreno Valley, CA 92551  
e: (b) (6), (b) (7)(C) [@amazon.com](mailto:(b) (6), (b) (7)(C)@amazon.com) c : (b) (6), (b) (7)(C)







(b) (6), (b) (7)(C) /2017

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) (EEID: (b) (6), (b) (7)(C)):

This letter confirms that the date of involuntary termination of your employment with Golden State FC LLC is (b) (6), (b) (7)(C), 2017.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



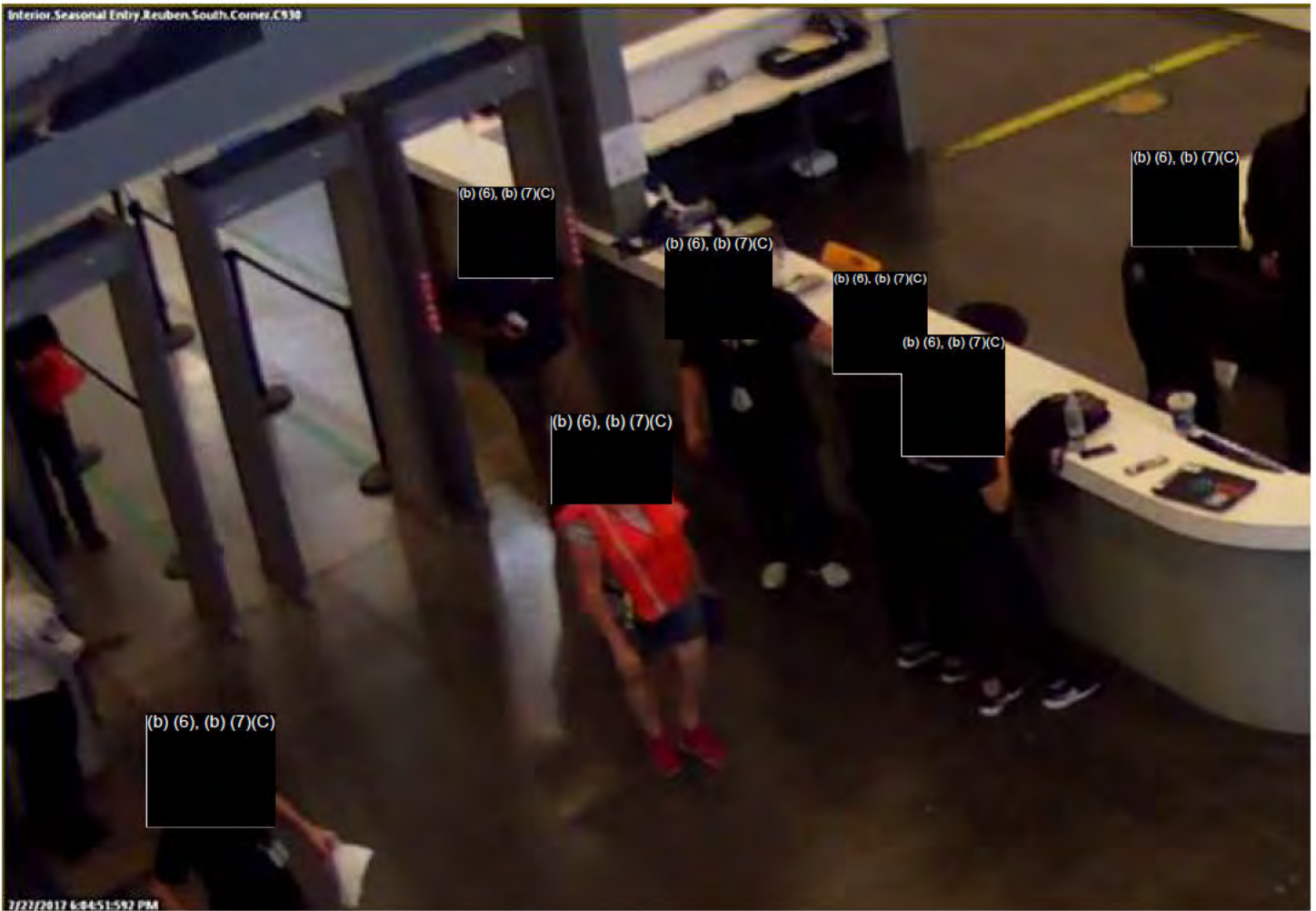
## **EXHIBIT 20**



**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@amazon.com]  
**Sent:** Thursday, July 27, 2017 6:47 PM  
**To:** [ont6-hrbp@amazon.com](mailto:ont6-hrbp@amazon.com); [ont6-lp@amazon.com](mailto:ont6-lp@amazon.com)  
**Cc:** (b) (6), (b) (7)(C)@amazon.com>  
**Subject:** (b) (6), (b) (7)(C) - screening violation

On (b) (6), (b) (7)(C)/17 at 6:04 PM, (b) (6), (b) (7)(C) and I were at the seasonal security desk assisting associate with unregistered assets to avoid an andon. I watched as (b) (6), (b) (7)(C) activated the metal detectors (Zone 4 – Mid torso to shoulder area) as (b) (6), (b) (7)(C) walked through. I turned to look and ensure that (b) (6), (b) (7)(C) headed to secondary screening.





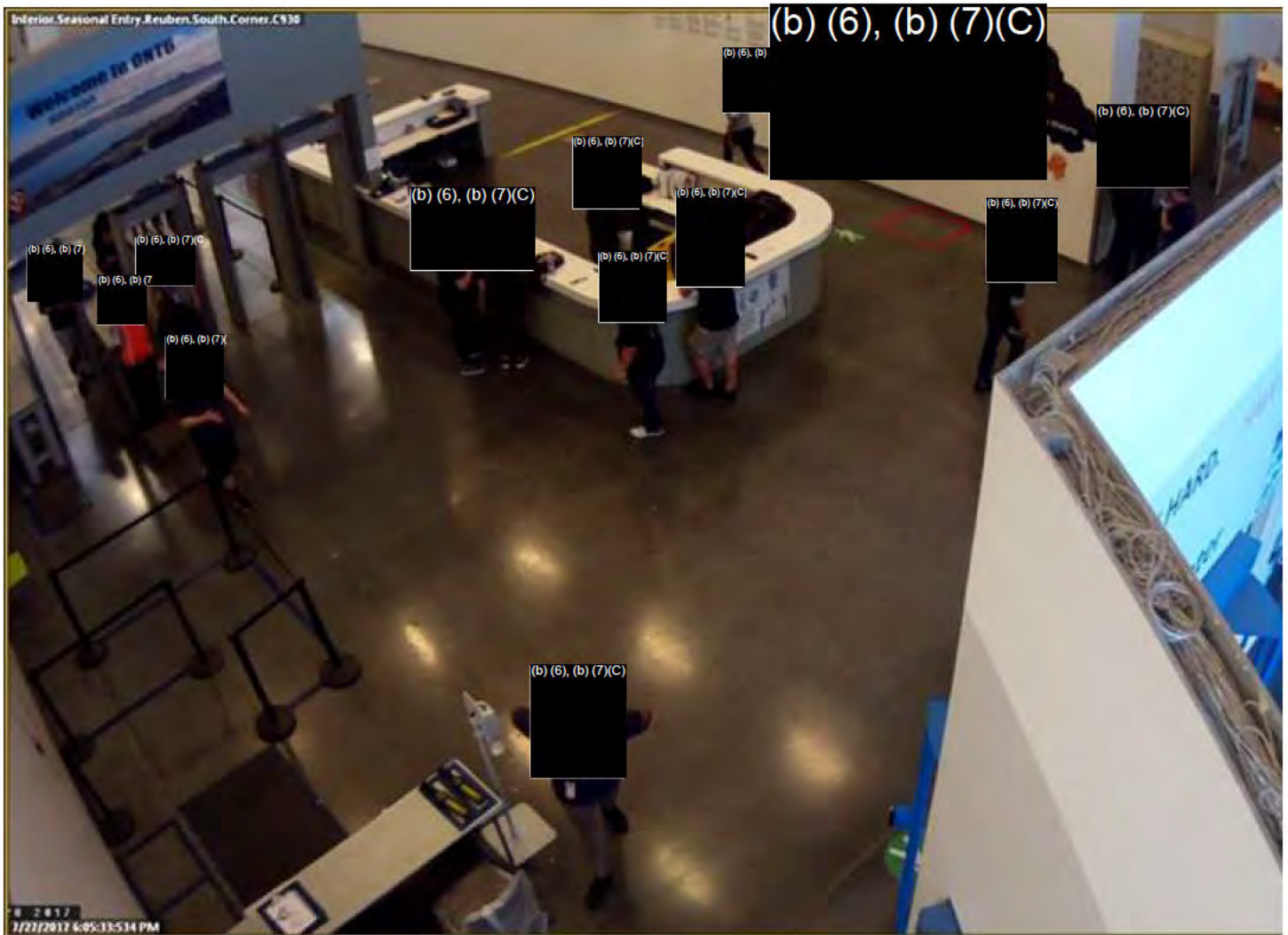
(b) (6), (b) (7)(C) arrived to the secondary screening table at 6:05:10 PM





After standing at the table for about 20 seconds, (b) (6), (b) (7)(C) walked away from the secondary screening area. (b) (6), (b) (7)(C) walked to the other side of the screening table which I thought was not normal behavior and is consistent with associates who have tried to discard concealed product during past investigations. I tried to maintain visual of (b) (6), (b) (7)(C) but was preoccupied with another investigation I was working on.





As I turned around, (b) (6), (b) (7)(C) was heading out of the nearest exit vestibule.



Interior, Seasonal Entry, Reuben, South, Corner, C930

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

7/27/2017 6:05:40:241 PM

D

I immediately badged out behind (b) (6), (b) (7)(C) when I saw (b) (6), (b) (7)(C) exit, which is how I identified (b) (6), (b) (7)(C)

Based on my findings, (b) (6), (b) (7)(C) violated NAFC Security Standards of Conduct by committing a Category 1 Security Infraction:

4.

(b) (4)

4.2



(b) (4)

Thanks,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

North American Fulfillment ONT-6

24208 San Michele Rd, Moreno Valley, CA 92551

e: (b) (6), (b) (7)(C) [@amazon.com](mailto:(b) (6), (b) (7)(C)@amazon.com) c : (b) (6), (b) (7)(C)







(b) (6), (b) (7)(C) /2017

(b) (6), (b) (7)(C)

Dear Shikari (EEID: [REDACTED]):

This letter confirms that the date of involuntary termination of your employment with Golden State FC LLC is (b) (6), (b) (7)(C) 2017.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



## **EXHIBIT 21**



## Supportive Feedback Document Behavioral - Termination



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C), 2017, 1:52:59 PM



### Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

### Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

### Details of Current Incident/Specific Concerns

On (b) (6), you were observed walking over the yellow line bypassing security by one of our Loss Prevention Specialists which is a Category 1 Security infraction per the NAFC Security Standards of Conduct.

### Areas of Improvement Required by Associate

As a result of this violation we will be terminating your employment effective immediately.

### Associate Comments

Associate Signature Acknowledged by (b) (6), (b) (7)(C) (BadgeID: )

Date (b) (6), (b) (7)(C) 2017, 1:52 59 PM

Manager Signature Acknowledged by (b) (6), (b) (7)(C) (Badge D: )

Date (b) (6), (b) (7)(C) 2017, 1:52 59 PM



Confirmation Number	1000258890
Date Submitted	2/13/2019 1:18:42 AM (UTC-05:00) Eastern Time (US & Canada)
Case Name	GOLDEN STATE, LLC - DBA AMAZON
Case Number	21-CA-231732
Filing Party	Charging Party
Name	(b) (6), (b) (7)(C)
Email	(b) (6), (b) (7)(C)
Address	(b) (6), (b) (7)(C)
Telephone	(b) (6), (b) (7)(C)
Fax	

This constitutes my appeal. I am NOT filing any additional materials in support of my appeal.





UNITED STATES GOVERNMENT  
**NATIONAL LABOR RELATIONS BOARD**  
OFFICE OF THE GENERAL COUNSEL  
Washington, DC 20570

March 27, 2019

(b) (6), (b) (7)(C)

Re: Golden State, LLC d/b/a Amazon  
Case 21-CA-231732

Dear (b) (6), (b) (7)(C)

We have carefully considered your appeal from the Regional Director's decision to dismiss the captioned charge. Based upon our review of the evidence disclosed by the Regional Office's investigation as well as applicable case law, we have decided to deny the appeal, substantially for the reasons explained in the Regional Director's letter dated January 31, 2019.

Your charge alleges that the Employer unlawfully discharged you because of your union activities. The Regional Office's investigation disclosed that the evidence does not support a finding that the Employer violated the National Labor Relations Act, as alleged. In order to determine whether an employer's adverse action against an employee was discriminatorily motivated, the General Counsel must demonstrate by a preponderance of the evidence that the employee's protected activity was a motivating factor for the adverse decision. Only after such a showing does the inquiry turn to whether the employer would have taken the same action in the absence of the protected conduct. *See Wright Line*, 251 NLRB 1083 (1980), *enforced*, 662 F.2d 899 (1st Cir. 1981), *cert. denied*, 455 U.S. 989 (1982).

In this case, while the evidence shows that you engaged in union activity and the Employer was aware of—and arguably had animus against—this activity, it does not support a finding that you were discharged because of your union activities. Rather, the investigation disclosed that the Employer terminated you for violating company policy. Absent probative evidence that the Employer based its decision on any discriminatory consideration, we cannot



conclude the Employer violated the Act as alleged. Accordingly, further proceedings on the captioned charge are unwarranted.

Sincerely,

Peter Barr Robb  
General Counsel



By: \_\_\_\_\_

Mark E. Arbesfeld, Director  
Office of Appeals

cc: WILLIAM B. COWEN  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS  
BOARD  
US COURT HOUSE  
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